FILED 6/11/2019

Justin F. Roebuck CV-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.111 Page 1 of 107

20th Circuit Court

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OTTAWA

BRETT AND PAULA LEMMEN FAMILY TRUST, by Brett Lemmen,
Trustee

Plaintiffs,

Case No. 19-5760-CZ Hon. Jon Hulsing

v

THE TRAVELERS INSURANCE COMPANY, INC and AJ GALLAGHER & COMPANY, INC., dba Gallagher Charter Lakes, a Michigan Corporation,

Defendants.

JAMES A. MAREK (P71554) MAREK LAW GROUP, PLLC

Attorneys for Plaintiff
1 East Apple Avenue #B
Muskegon, MI 49442
(231) 722-0531
jamesmareklaw@gmail.com

ELISA J. LINTEMUTH (P74498)

DYKEMA

Attorneys for Def. AJ Gallagher 300 Ottawa Avenue, N.W., Suite 700 Grand Rapids, MI 49503 (616) 776-7532 elintemuth@dykema.com MICHELE A. CHAPNICK (P48716) **GREGORY AND MEYER, P.C.**

Attorneys for Defendant Travelers 340 E. Big Beaver Road, Ste. 520 Troy, MI 48083 (248) 689-3920/(248) 689-4560 – Fax mchapnick@gregorylaw.com

NOTICE OF FILING OF NOTICE OF REMOVAL

TO: CLERK OF THE CIRCUIT COURT AND ALL COUNSEL OF RECORD

Please take notice that Defendant, Defendant, The Standard Fire Insurance Company erroneously named as The Travelers Insurance Company, Inc. ("Travelers"), on June 11, 2019 filed in the United States District Court for the Western District of Michigan, Southern Division,

FILED 6/11/2019

Justin F. Roebuck

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a Notice of Removal of the above-entitled cause from the 20th Judicial Circuit Court (Ottawa) of the State of Michigan, a copy of which is attached to this Notice, thus effecting removal of the above-entitled action to the District Court in accordance with 28 USC §1446(d).

Respectfully submitted,

GREGORY AND MEYER, P.C.

Attorney for Defendant Travelers

By: /s/ Michele A. Chapnick MICHELE A. CHAPNICK (P48716) 340 E. Big Beaver Road, Ste. 520 Troy, MI 48083 (248) 689-3920/(248) 689-4560 -Fax mchapnick@gregorylaw.com

Dated: June 11, 2019

PROOF OF SERVICE

The undersigned certifies that on June 11, 2019, a copy of the attached was served upon James A. Marek via electronic mail through the MiFile/TrueFiling System. A copy was mailed by First Class Mail and email to:

AJ Gallagher & Company, Inc. c/o Elisa J. Lintemuth **DYKEMA**300 Ottawa Avenue, N.W., Suite 700 Grand Rapids, MI 49503 elintemuth@dykema.com

By: /s/ Michele A. Chapnick
MICHELE A. CHAPNICK (P48716)
GREGORY AND MEYER, P.C.
Attorney for Defendant Travelers
340 E. Big Beaver Road, Ste. 520
Troy, MI 48083
(248) 689-3920/(248) 689-4560 -Fax
mchapnick@gregorylaw.com

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OTTAWA

BRETT AND PAULA LEMMEN FAMILY TRUST, by Brett Lemmen,

Trustee

Plaintiffs,

Case No. 19-5760-CZ Hon. Jon Hulsing

V

THE TRAVELERS INSURANCE COMPANY, INC and AJ GALLAGHER & COMPANY, INC., dba Gallagher Charter Lakes, a Michigan Corporation,

Defendants.

JAMES A. MAREK (P71554) MAREK LAW GROUP, PLLC

Attorneys for Plaintiff 1 East Apple Avenue #B Muskegon, MI 49442 (231) 722-0531 jamesmareklaw@gmail.com

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INDEX OF EXHIBITS

Notice of Removal – Doc #1 plus

EXHIBIT 1 Complaint

Justin F. Roebuck -00458+R00488K EEEFNNo17H4diled/06/13/19agealgeID.P144e Page 4 of 107

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

BRETT AND PAULA LEMMEN FAMILY TRUST, by Brett Lemmen,

Trustee

Case No. 19-cv-458

Plaintiffs,

V

THE TRAVELERS INSURANCE COMPANY, INC and AJ GALLAGHER & COMPANY, INC., dba Gallagher Charter Lakes, a Michigan Corporation,

Defendants.

JAMES A. MAREK (P71554) MAREK LAW GROUP, PLLC

Attorneys for Plaintiff 1 East Apple Avenue #B Muskegon, MI 49442 (231) 722-0531 jamesmareklaw@gmail.com

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Attorneys for Defendant Travelers 340 E. Big Beaver Road, Ste. 520 Troy, MI 48083 (248) 689-3920/(248) 689-4560 – Fax mchapnick@gregorylaw.com

NOTICE OF REMOVAL BASED ON DIVERSITY OF CITIZENSHIP

NOW COMES Defendant, The Standard Fire Insurance Company erroneously named as The Travelers Insurance Company, Inc. ("Standard Fire"), and pursuant to 28 U.S.C.A §§ 1441 and 1446, hereby files this Notice of Removal of a cause of action filed in the 20th Judicial Circuit Court (Ottawa County Circuit Court) of the State of Michigan entitled, *Brett and Paula Lemmen*

Family Trust v. The Travelers Insurance Company, Inc. and AJ Gallagher & Company, Inc., Case No. 19-5760-CZ and states:

- 1. This action was commenced in the 20th Circuit Court, Ottawa County, Michigan on May 8, 2019 and process as well as the initial pleading setting forth the claim for relief upon which the action is based, was first served on Defendant Standard Fire on May 22, 2019 (Exhibit 1, Complaint).
- 2. The action is a civil action for breach of contract and pursuant to 28 U.S.C. §2201, 28 U.S.C.A §1332(a)(1) and Rule 57 of the Federal Rules of Civil Procedure, this Court has original jurisdiction over the matter.
- 3. Plaintiff's Complaint erroneously identifies The Travelers Insurance Company, Inc. as a Defendant. The policy at issue in this action was issued by The Standard Fire Insurance Company (Exhibit 2). Therefore, The Standard Fire Insurance Company ("Standard Fire") is the proper Defendant.
- 4. There exists complete diversity of citizenship of the parties. Plaintiff, Brett and Paula Lemmen Family Trust is an individual residing in the State of Michigan (**Exhibit 1** ¶¶ 1, 2). Defendant Standard Fire is a Connecticut corporation with its principle place of business in the State of Connecticut (**Exhibit 3**). Defendant A.J. Gallagher & Co. is a Delaware corporation (**Exhibit 4**) with its principal place of business in the State of Illinois (**Exhibit 5**). 1
- 5. Standard Fire's counsel has been in contact with A.J. Gallagher's counsel and is informed that Defendant A.J. Gallagher consents to the removal of this action (**Exhibit 6**).

¹ Plaintiff erroneously alleges in its Complaint the A.J. Gallagher and Company, Inc. in a duly registered Michigan corporation (**Exhibit 1**, \P 5). This is inaccurate based on the corporate filings referenced in Exhibits 4 and 5.

- 6. The amount in controversy is in excess of \$75,000. Plaintiff has alleged that it has been damaged in the amount of in excess of \$125,000.00 (**Exhibit 1**, Complaint ¶¶ 9, 31, 35, 51, 69, 73 and Wherefore paragraphs).
- 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332 because this is a civil action in which the amount in controversy exceeds the sum of \$75,000.00, exclusive of costs and interests, and Plaintiff and Defendant Standard Fire, are citizens of different states.
- 8. Venue is proper in this Court pursuant to 28 U.S.C. §102(a)(1) because it is the district and division embracing the place where such action is pending in accordance with 28 U.S.C. § 1441(a).
 - 9. No previous application has been made for the relief requested herein.
- 10. A copy of all process, pleadings, and orders served upon Defendant Standard Fire as well as a Proof of Service of written notice of this Notice of Removal to all adverse parties and a copy of same being filed with the clerk of the State court is being filed with this notice as required by 28 USC §1446(a) and (d).
- 11. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon counsel for the Plaintiff, a copy mailed to Defendant AJ Gallagher and Company, Inc.'s counsel and a copy is also being filed with the Clerk of the Circuit Court for the County of Ottawa, State of Michigan.

WHEREFORE, Defendant Standard Fire respectfully requests that this action be removed from the State of Michigan, Circuit Court for the County of Ottawa, to the United States District Court for the Western District of Michigan, and that this Court assume jurisdiction of this action and make such further orders as may be required to properly determine this controversy.

FILED 6/11/2019

Justin F. Roebuck - 0.0458+R00-488K EEEFNNo17H4diled/06/13/19agealge1D.121ge Page 7 of 107

20th Circuit Court

/s/ Michele A. Chapnick
MICHELE A. CHAPNICK
GREGORY AND MEYER, P.C.
Attorneys for Defendant Standard Fire
340 E. Big Beaver, Ste. 520
Troy, MI 48083
(248) 689-3920
P48716
mchapnick@gregorylaw.com

Dated: June 11, 2019

CERTIFICATE OF SERVICE

I hereby certify that on June 11, 2019, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system, and I hereby certify that I have mailed by United States Postal Service the paper to the following non-ECF participants:

JAMES A. MAREK (P71554)

MAREK LAW GROUP, PLLC

Attorneys for Plaintiff

1 East Apple Avenue #B

Muskegon, MI 49442

(231) 722-0531

jamesmareklaw@gmail.com

AJ Gallagher & Company, Inc. c/o Elisa J. Lintemuth **DYKEMA**300 Ottawa Avenue, N.W., Suite 700 Grand Rapids, MI 49503 elintemuth@dykema.com

Clerk of the Court

Ottawa County Circuit Court

414 Washington Avenue, Suite 300

Grand Haven, MI 49417

/s/ Michele A. Chapnick
MICHELE A. CHAPNICK
GREGORY AND MEYER, P.C.
Attorneys for Defendant Standard Fire
340 E. Big Beaver, Ste. 520
Troy, MI 48083
(248) 689-3920
P48716
mchapnick@gregorylaw.com

FILED 6/11/2019

Justin F. Roebuck - 00458-ROUFRSKE CECHONO. 17 flefilett 006/13/19 algage 15.1128ge Plage 18 of 107

20th Circuit Court

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

BRETT AND PAULA LEMMEN FAMILY TRUST, by Brett Lemmen,

Trustee

Case No. 19-cv-458

Plaintiffs,

 \mathbf{v}

THE TRAVELERS INSURANCE COMPANY, INC and AJ GALLAGHER & COMPANY, INC., dba Gallagher Charter Lakes, a Michigan Corporation,

Defendants.

JAMES A. MAREK (P71554) MAREK LAW GROUP, PLLC

Attorneys for Plaintiff 1 East Apple Avenue #B Muskegon, MI 49442 (231) 722-0531 jamesmareklaw@gmail.com

ELISA J. LINTEMUTH (P74498)

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Attorneys for Defendant Travelers 340 E. Big Beaver Road, Ste. 520 Troy, MI 48083 (248) 689-3920/(248) 689-4560 – Fax mchapnick@gregorylaw.com

INDEX OF EXHIBITS

EXHIBIT I	Complaint
EXHIBIT 2	Certified Policy
EXHIBIT 3	Connecticut listing for Standard Fire
EXHIBIT 4	Delaware listing for AJ Gallagher
EXHIBIT 5	Illinois listing for AJ Gallagher
EXHIBIT 6	Email from Lintemuth

FILED 6/11/2019

Justin F. Roebuck

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Justin F. Roebuck

Outstand Circuit Court

Exhibit 1

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STATE OF MICHIGAN		CASE NO.
↑ JUDICIAL DISTRICT (Oth JUDICIAL CIRCUIT)	SUMMONS	19-5760CT
Oth JUDICIAL CIRCUIT COUNTY PROBATE		Han Vin Tul
ourt address		Court telephone
14 Washington Avenue, Grand Haven, Mi 49417		616-846-8320
Plaintiff's name(s), address(es), and telephone no(s). BRETT & PAULA LEMMEN FAMILY TRUST		Defendant's name(s), address(es), and telephone no(s). Travelers Insurance Company, Inc.
ATTN: BRETT LEMMEN		One Tower Square
	v	Hartford, CT 06183
	<u> </u>	P.O. Box 430
Plaintiff's attorney, bar no., address, and telephone no.		Buffalo, NY 14240
James A. Marek (P71554)		Philipped in the financial state of the second of the seco
1 East Apple Avenue #B Muskegon, MI 49442		Corporate Litigation Hartford
231-722-0531		With the same
		MAY 2 2 2019
nstructions: Check the items below that apply to you and provid	de any required inform	nation. Submit this form to the court clerk along with your complaint a
if necessary, a case inventory addendum (form MC 21). The sum	nmons section will be	completed by the court clerk. RECEIVED AM
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Justin F. Roebuck 20th Circuit Court PROOF OF SERVICE TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk. CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

	CERTI	ICATE / AFFIDAVIT O	F SERVICE / NONSERVICE	
OFFICER CERTIFICATE OR I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)				
☐ I served personally a co☐ I served by registered or together with ☐ List all docum	certified mai	(copy of return receipt	attached) a copy of the summo	ns and complaint,
				on the defendant(s):
Defendant's name		Complete address(es) of s	ervice	Day, date, time
☐ I have personally attemp			aint, together with any attachmer	its, on the following defendant(s)
Defendant's name	o complete a	Complete address(es) of s	service	Day, date, time
I declare under the penalti best of my information, known			has been examined by me and	that its contents are true to the
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My commission expires:	ate	Signature	Deputy court clerk/Notary public	
Notary public, State of Mic				
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on behalf of ...

FILED 6/11/2019

Justin F. Roebuck

Justin F. Roebuck

20th Circuit Court

STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF OTTAWA

BRETT AND PAULA LEMMEN
FAMILY TRUST, by Brett Lemmen,
Trustee
Plaintiff

v.

THE TRAVELERS INSURANCE COMPANY, INC.; AJ GALLAGHER & COMPANY, INC., dba Gallagher Charter Lakes, a Michigan Corporation,

Defendant(s)

MAREK LAW GROUP, PLLC. Attorney for Defendant 1 East Apple Avenue #B Muskegon, MI 49442 231-722-0531

AJ Gallagher & Company, Inc. 3940 Penninsular Drive SE--#100 Grand Rapids, MI 49546 Case No. 19-5760CZ

Hon. Jon Huls (

MAY 08 2019

JUSTIN F. ROEBUCK

20th CIRCUIT COURT

The Standard Insurance Company Travelers Property Casualty Company One Tower Square Hartford, CT 06183

COMPLAINT

Now comes Brett and Paula Lemmen Family Trust, by and through their appointed Trustee, Brett Lemmen, as represented by Marek Law Group, PLLC, and brings this Complaint for damages against the afore-referenced Defendant's, jointly and severally, and in support hereof, provides as follows:

GENERAL AVERMENTS

- 1. Brett Lemmen is an individual residing in the County of Ottawa, State of Michigan, and has been at all times relevant to this Complaint.
- 2. Brett Lemmen is the duly appointed Trustee of the Brett and Paula Lemmen Family Trust, ("Lemmen") a duly executed Trust, recognized and formed in the State of Michigan, and has been at all times relevant to this Complaint.

- 3. Travelers Insurance Company, Inc., a Travelers Property Casualty Company,

 ("Travelers") is a duly registered Corporation, being duly registered for business in the

 State of Michigan, County of Ottawa, and was at all times relevant to this Complaint.
- 4. At all times relevant to this Complaint, Travelers Insurance Company, Inc., a Travelers Property Casualty Company, conducted business in the County of Ottawa, State of Michigan, sought business in the County of Ottawa, State of Michigan, and did issue insurance coverage to individuals and entities located in the County of Ottawa, State of Michigan.
- 5. A.J. Gallagher and Company, Inc., doing business as Gallagher Charter Lakes, ("Gallagher"), is a duly registered Michigan Corporation, conducting business in and throughout Ottawa County, Michigan, and was doing so at all times relevant to this Complaint.
- 6. Lemmen is the lawful and titled owner of a 2017 Sunseeker Manhattan motor yacht, Hull ID No. XSK06701c617, which yacht was and has been insured by Travelers at all times relevant to this Complaint, for damages, loss and protection.

COUNT I COMPLAINT FOR DECLARATORY JUDGMENT

- 7. The Plaintiff restates and re-alleges paragraphs 1-6 of General Averments, as this paragraph 7 of Count I.
- 8. This action arises out of an insurance policy, Policy No. 6016954398401, entered into by and between the Lemmen and Travelers, on or about November 1, 2017. A true and correct copy of said insurance policy is attached hereto as Exhibit A.
- 9. The amount in controversy in this matter exceeds \$125,000.00.
- 10. The policy of insurance is for protection afforded a 2017 Sunseeker Manhattan motor yacht, Hull ID No. XSK06701c617, owned and operated by Lemmen.
- 11. The policy of insurance, by its stated terms, was in effect from November 9, 2017 through November 9, 2018, and afforded insurance coverage to Plaintiff, by Traveler's, against liability, damages, towing fees, and other financial and property loss associated with the covered yacht.

- 12. The policy of insurance, by its stated terms, did provide certain additional policy coverage for Navigational Warranty Endorsements covering "one way delivery trip leaving Ft. Lauderdale, FL on or about April 1, 2018, via Atlantic Waters to New York, then via Hudson River and Erie Canal, Lake Ontario, Lake Huron, and Lake Michigan to Grand Haven, MI. Deductible during trip is 1%." See attached Exhibit A, incorporated herein by reference.
 - 13. During a trip that occurred between November 9, 2017- and November 9, 2018, from Florida to Michigan, the Plaintiff and applicable yacht, ran aground and sustained certain damages, fees, and salvage fees.
 - 14. Plaintiff has sought coverage for damages sustained to the yacht, and other towing and salvage fees, pursuant to and under the stated insurance policy, as a result of an accident occurring during travels from Florida to the State of Michigan.
 - 15. Travelers have denied coverage to Plaintiff for the claimed damages, fees and salvage fees.
 - 16. Plaintiff has filed a formal notice of claim, and claim for coverage with Travelers, and no coverage has been granted.
 - 17. Under the afore-stated facts, there is an actual controversy that has arisen between the stated parties of record, and additional claims and litigation may be avoided if all pending issues and claims, including whether the applicable policy of insurance covers the claims made by Plaintiff are determined by this Court at one time.
 - 18. This Court has power under MCR 2.605 to adjudicate the matters at issue and enter its Judgment declaring the rights of all parties to this action.
 - 19. It is necessary for this Court to adjudicate and declare the rights of the parties to this action to guide Plaintiff's future conduct and preserve legal rights under the applicable insurance policy. This Court's determination will further resolve the Plaintiff's other claims and causes of action set forth herein.

WHEREFORE, Plaintiff, respectfully prays that this Court Order that the Defendant, Standard, has and shall provide coverage for all claims asserted by Plaintiff that arose as a result of Plaintiff's travels between Florida and Michigan, and for such other and further relief as is deemed just and equitable.

Justin F. Roebuck

Justin F. Roebuck

20th Circuit Court

COUNT II BREACH OF CONTRACT

- 20. The Plaintiff's restate and re-allege paragraphs 1-19 of General Averments and Count I, as this paragraph 20 of Count II.
- 21. By and between 11-9-2017, and current, Lemmen did moor and keep the aforereferenced Sunseeker Yacht in the State of Florida, and the State of Michigan.
- 22. Lemmen purchased the afore-referenced Yacht and took delivery of same in the State of Florida.
- 23. Lemmen between November 9, 2017, and November 9, 2018, did need to transport the subject Yacht from the State of Florida, to the State of Michigan, via navigable waters between Florida and Michigan, and Travelers was aware of and did allow said travels.
- 24. Pursuant to the purchase of the yacht, and the travels between Florida and Michigan, (and continuing to date), Lemmen sought Boat/Yacht insurance coverage covering their travels, the applicable yacht, and any damages that might arise to the yacht, from Standard.
- 25. Standard agreed to provide damage and other insurance coverage pursuant to the issuance of policy number 06016954398401, covering the subject yacht and applicable parties.
- 26. Standard agreed to provide such coverage for a period of time, inclusive of November 9, 2017-November 9, 2018.
- 27. Standard agreed to provide the applicable insurance coverage in exchange for the payment of a "Yacht Total Premium" from Lemmen to standard, in the base amount of \$7,478.00, plus applicable riders and other increases of approximately \$2,000.00.
- 28. Lemmen did tender payment in full for the insurance coverage.
- 29. In addition to the agreed upon base insurance coverage, Standard agreed to provide certain Navigational Warranty Endorsements covering "one way delivery trip leaving Ft. Lauderdale, FL on or about April 1, 2018, via Atlantic Waters to New York, then via Hudson River and Erie Canal, Lake Ontario, Lake Huron, and Lake Michigan to Grand

- Haven, MI. Deductible during trip is 1%." See attached Exhibit A, incorporated herein by reference.
- 30. Lemmen travelled between Florida and the State of Michigan on or about April 1, 2018, and June 1, 2018, and did experience damage, salvage and towing fees for and to the yacht as a result of an accident sustained to the yacht.
- 31. Lemmen, as a result of the sustained damages, towing fees and salvage fees for the yacht, did incur in excess of \$125,000.00 in expenses and claims.
- 32. Lemmen filed a notice of claim requesting reimbursement and coverage for the applicable damages and towing fees to the yacht, and said claim was denied.
- 33. The denial of the claims brought by Lemmen was and is a breach of the insurance claim coverage under policy number 6016954398401.
- 34. Travelers has breached the agreement between the parties as a result of their denial of coverage, and said breach is intentional, knowing and without just cause or reason.
- 35. The Plaintiff has sustained damages in excess of \$125,000.00, plus attorney's fees and costs, and Travelers is liable for same.
- 36. The breach of the insurance agreement, by and between Lemmen and Travelers has resulted in Lemmen incurring the afore-stated damages, and these damages would not have been incurred, but for the breach by Travelers.

WHEREFORE, the Plaintiff, Brett and Paula Lemmen Family Trust, respectfully request that this Honorable Court enter an Order:

- A. Awarding a sum certain to Plaintiff, from Travelers in an amount certain in excess of \$125,000.00;
- B. Awarding all attorneys fees and costs incurred by Plaintiff in pursuit of this action, to Plaintiff from Defendant;
- C. Awarding such other and further relief as is deemed just and equitable

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FILED 6/11/2019

Justin F. Roebuck

Justin F. Roebu

COUNT II INTENTIONAL MISREPRESENTATION

- 37. The Plaintiff restates and re-alleges paragraphs 1-36 herein, as this paragraph 37.
- 38. Travelers is in the business of providing insurance coverage for yachts and other motorized vehicles, including coverage for claims arising out the operation and travels of the yacht.
- 39. In November 2017, the Plaintiff sought insurance coverage for the afore-referenced Sunseeker yacht, seeking coverage for travels, damages, and liability related to the yacht operation, including travel in Florida, Bahamas and between Florida and Michigan.
- 40. In November 2017, Plaintiff and Travelers agreed that Travelers would provide insurance coverage for the yacht and its respective travels.
- 41. In November 2017, Travelers represented to Plaintiff, that they would provide coverage covering "one way delivery trip leaving Ft. Lauderdale, FL on or about April 1, 2018, via Atlantic Waters to New York, then via Hudson River and Erie Canal, Lake Ontario, Lake Huron, and Lake Michigan to Grand Haven, MI. Deductible during trip is 1%." See attached Exhibit A, incorporated herein by reference.
- 42. During the negotiations and discussions regarding insurance coverage for the applicable yacht, Plaintiff did inform Travelers that he would be travelling with the yacht between Florida and Michigan, on or about April 1, 2018, and needed coverage for said travels.
- 43. During the negotiations and discussions regarding insurance coverage for the applicable yacht, Travelers did affirmatively represent to Plaintiff that they would provide travel coverage for the applicable yacht, for travels between Florida and Michigan, on or about April 1, 2018.
- 44. On or about November 9, 2017, Travelers did represent to Plaintiff's, that they would provide insurance coverage, covering claims for damages, towing fees, salvage fees, and other miscellaneous costs associated with the subject yacht set forth herein above.

- 45. On or about November 9, 2017, Travelers did confirm said representations to Plaintiff's by providing written proof of insurance, setting forth the dates, times, and other parameters of the insurance coverage being provided.
- 46. Travelers intentionally misrepresented to Plaintiff, that Plaintiff would have applicable insurance coverage for any claims, damages, or other liabilities that arose to and against the yacht or Plaintiff during his travels to and from Florida and Michigan.
- 47. Travelers representations were false when they were made.
- 48. Travelers knew, or should have known that its representations were false when they were made or it made them recklessly without knowing whether they were true.
- 49. Travelers intended that Plaintiff rely on the representations, and the Plaintiff did rely upon said representations.
- 50. Plaintiff did rely on the representations made by Defendant, and did pay for and secure what he believed was applicable insurance coverage for his yacht and travels.
- 51. As a result of Travelers fraudulent misrepresentations, Plaintiff has suffered substantial economic losses in excess of \$125,000.00, plus attorney's fees, costs and expenses.

WHEREFORE, the Plaintiff's respectfully request Judgment be entered in their favor, and against Travelers, in an amount in excess of \$125,000.00, plus attorneys fees, costs and expenses, and for such other and further relief as is deemed just and equitable.

COUNT III INNOCENT MISREPRESENTATIONS

- 52. The Plaintiff restates and re-alleges paragraphs 37-51 as this paragraph 52.
- 53. Travelers representations, as set forth in paragraphs 37-51, were made in connection with the making of a contractual agreement between Plaintiff and Defendant.
- 54. Plaintiff would not have entered into the contractual agreement with Travelers, if Travelers had not made the representations set forth herein.
- 55. Plaintiff suffered substantial economic losses as a result of entering into the contractual agreement with Standard, and the agreement benefited Travelers.

WHEREFORE, the Plaintiff respectfully request Judgment be entered in their favor, and against Travelers, in an amount in excess of \$125,000.00, plus attorneys fees, costs and expenses, and for such other and further relief as is deemed just and equitable.

COUNT IV EXEMPLARY DAMAGES

- 56. Plaintiff incorporates paragraphs 37-55 as this paragraph 56.
- 57. Travelers representations were made intentionally and maliciously and have caused Plaintiff to suffer humiliation, outrage and indignation.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter Judgment in Plaintiff's favor, against Travelers:

- A. For compensatory damages in an amount that is in excess of \$125,000.00, plus attorneys fees and costs, and that is sufficient to compensate Plaintiff for his actual, consequential and incidental losses sustained as a result of Travelers wrongful actions;
- B. Award exemplary damages in an amount in excess of \$125,000.00 resulting from Defendant's intentional and malicious actions,
- C. Award all interest, costs and reasonable attorney fees;
- D. Award such other and further relief as is deemed just and equitable.

COUNT V PROMISSORY ESTOPPEL

- 58. The Plaintiff restates and re-alleges paragraphs 1-57 as this paragraph 58.
- 59. The Defendant, Travelers is engaged in the business of providing yacht insurance coverage for motorized yachts.
- 60. The Plaintiff owns and operates a motorized yacht as set forth herein above.
- 61. On or about November 9, 2017, Travelers explicitly promised Plaintiff that if Plaintiff tendered an insurance premium payment, that Travelers would provide insurance coverage covering any claims for damages, reimbursement, towing and salvage fees associated with the subject yacht.

- 62. On or about November 9, 2017, Travelers explicitly promised Plaintiff that Plaintiff would be provided insurance coverage for "one way delivery trip leaving Ft. Lauderdale, FL on or about April 1, 2018, via Atlantic Waters to New York, then via Hudson River and Erie Canal, Lake Ontario, Lake Huron, and Lake Michigan to Grand Haven, MI. Deductible during trip is 1%." See attached Exhibit A, incorporated herein by reference.
- 63. Travelers promise to provide coverage and to tender payment for related claims, was clear, definite, and unequivocal, and was specifically made to induce Plaintiff to tender the applicable insurance premium for the stated period, and to travel between Florida and Michigan.
- 64. In reliance upon the promises made by Travelers, and to the detriment of Plaintiff, the Plaintiff did pay all applicable insurance premiums, and did travel between Florida and Michigan with his yacht.
- 65. Unfortunately, during Plaintiff's travels between Florida and Michigan, the covered vessel, and Plaintiff incurred an accident, which caused accidental damages, loss and liabilities to the vessel and Plaintiff.
- 66. Despite Plaintiff's demands for insurance coverage, payment of all claims and expenses, Travelers has refused to make payment to Plaintiff, or any third party claimants against Plaintiff.
- 67. To avoid manifest injustice, this Court must specifically enforce Travelers promises to Plaintiff to cover all damages, losses and liabilities incurred by Plaintiff to the yacht.
- 68. At the time of making the promises to Plaintiff, and inducing action on Plaintiff's part, Travelers could and should have reasonably foreseen that their failures to perform pursuant to the promise would cause Plaintiff to suffer damages in the nature of those actually sustained by Plaintiff.
- 69. As a direct and proximate result of Defendant's failure to perform, Plaintiff has suffered damages in excess of \$125,000.00, plus attorney's fees and costs.
- 70. Plaintiff is entitled to a Judgment in his favor, and against Travelers, compelling specific performance by Travelers of covering all damages sustained by Plaintiff during and as a result of his yacht's travels.

- * WHEREFORE, the Plaintiff respectfully prays that this Honorable Court enter a Judgment in his favor, and against Standard:
- A. Compelling Travelers to cover all damages and liabilities sustained by Plaintiff as a result of any accident occurring during his travels from Florida to Michigan; or in the alternative
- B. To render Judgment in favor of Plaintiff against Travelers, in the amount of \$125,000.00, plus attorneys fee and costs;
- C. For such other and further relief as is deemed just and equitable.

COUNT VI COMPLAINT FOR ERRORS & OMISSIONS AGAINST AJ GALLAGHER & COMPANY, INC., (dba Gallagher Charter Lakes) a Michigan Corporation,

- 71. The Plaintiff restates and re-alleges paragraphs 1-70 as this paragraph 71.
- 72. At all relevant times hereto, Defendant, Gallagher, was an insurance agency licensed by the State of Michigan and doing business in and through the County of Ottawa, State of Michigan.
- 73. The amount in controversy hereof, exceeds \$125,000.00.
- 74. At all relevant times hereto, Gallagher employed various insurance agents and associate entities, including but not limited to, Marc(k) VanEpps, and, or AJ Gallagher RMS and gave him, her or they, the actual or apparent authority to act on behalf of Gallagher in selling insurance as a licensed insurance agent or agency for customers of Charter.
- 75. At all relevant times, Lemmen was the lawful titled owner of a 2017 Sunseeker Manhattan motor yacht, Hull ID No. XSK06701c617, which vessel was located in the State of Florida, and the State of Michigan, with its home mooring location as Ottawa County, Michigan.
- 76. Lemmen advised Gallagher or Gallaghers agents, in the course of his/her employment for Defendant agency, that they needed insurance on the motor yacht, and needed insurance covering travels between the State of Florida, and the State of Michigan,

- .. Which would allow them to travel in the various waterways between Florida and Michigan, commencing on or about April 1, 2017.
- 77. Gallagher and/or its agents promised Plaintiff that they would secure an insurance policy that covered damages, loss and liabilities that arose as a result of the applicable travels between Florida and Michigan, commencing on or about April 1, 2017.
- 78. Lemmen reasonably relied Gallaghers representations, and based on those representations, Lemmen purchased the insurance policy recommended by Gallagher and/or its agents.
- 79. On or about May 8, 2018, Lemmen did sustain certain damages and liabilities that resulted from an unintentional grounding of the motor yacht as Lemmen sought safety from storms and unfavorable conditions.
- 80. Lemmen timely notified Gallagher and Travelers of the damages and liabilities sustained by Lemmen, and submitted their claims therefore.
- 81. After the subject losses, Lemmen ascertained that, apparently, no coverage existed for his travels as was previously sought, and as a result, Travelers and Gallagher claim that no coverage exists and no claims will be paid.
- 82. At all times relevant hereto, Gallagher and/or its agents, owed Lemmen the following duties, listed by way of example and not intended to be exclusive, to wit:
 - To not misrepresent the nature or extent of the coverage offered or to be procured;
 - b. To clarify any ambiguous or incapable activities or requests;
 - c. To properly and accurately complete all necessary forms and follow all proper procedures in obtaining insurance coverage on the motor yacht;
 - d. To take all appropriate measures so that the policy of insurance provided the requested coverage consistent with the representations made to Lemmen;
 - e. To make accurate representations and to not deceive, mislead,
 misrepresent, or take unilateral actions with or upon any information or
 policy related issues that might arise;
 - f. To advise Lemmen if the insurance coverage issued by Travelers did not

- cover the property for its travels a requested by Plaintiff;
- g. To provide insurance services and to procure insurance coverage consistent with their representations;
- h. To provide proper insurance coverage, based upon the Plaintiff's needs and stated travels, and to not improperly modify, limit, change or otherwise alter those coverages or representations.
- 83. Gallagher breached their duties, among others, and were therefore negligent in their fiduciary and other duties to Lemmen.
- 84. As a direct and proximate result of Gallagher's negligence, Lemmen has suffered substantial losses that were not insured or were underinsured, or improperly insured, under the insurance coverage provided, despite Gallagher having represented to Lemmen that the motor yacht would be fully and properly covered for any sustained damages that might arise during its travels between Florida and Michigan.
- 85. As a further direct and proximate result of Defendant's negligence, Plaintiff has also sustained consequential damages, including attorney fees and legal expenses.

WHEREFORE, the Plaintiff, respectfully prays that this Honorable Court enter Judgment in favor of Plaintiff, against Gallagher, for whatever amount in excess of \$125,000.00, the Court deems fair, just and equitable, including consequential damages, plus interest, costs and attorney fees, and for such other and further relief as is just and equitable.

May 8, 2019

Brett and Paula Lemmen Family Trust, by its attorney, James A. Marek

FILED 6/11/2019

Justin F. Roebuck

20th Circuit Court

See 1:19-cv-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.134 Page 24 of 107

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OTTAWA

BRETT AND PAULA LEMMEN FAMILY TRUST, by Brett Lemmen,

Trustee

Plaintiffs,

Case No. 19-5760-CZ Hon. Jon Hulsing

V

THE TRAVELERS INSURANCE COMPANY, INC and AJ GALLAGHER & COMPANY, INC., dba Gallagher Charter Lakes, a Michigan Corporation,

Defendants.

JAMES A. MAREK (P71554) MAREK LAW GROUP, PLLC

Attorneys for Plaintiff 1 East Apple Avenue #B Muskegon, MI 49442 (231) 722-0531 jamesmareklaw@gmail.com

ELISA J. LINTEMUTH (P74498)

DYKEMA

Attorneys for Def. AJ Gallagher 300 Ottawa Avenue, N.W., Suite 700 Grand Rapids, MI 49503 (616) 776-7532 elintemuth@dykema.com MICHELE A. CHAPNICK (P48716) **GREGORY AND MEYER, P.C.**

Attorneys for Defendant Travelers 340 E. Big Beaver Road, Ste. 520 Troy, MI 48083 (248) 689-3920/(248) 689-4560 – Fax mchapnick@gregorylaw.com

INDEX OF EXHIBITS

Exhibits to Notice of Removal – Doc #1

EXHIBIT 2 Certified Policy

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Exhibit 2

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30th Ground Court Co



This is to certify that this is a reproduction, from the Company's records, of the insurance policy between the insured and the insuring company as described in the Declaration Page. It is a full, true and complete reproduction of the insurance policy. No insurance is afforded hereunder.

Todd Shasha - Managing Director, Travelers Boat & Yacht Insurance

Date

State of Connecticut County of Hartford

Notary Public_

Commission Expires: 01/31/2021

MARK D. ZADRICK
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 1/31/2021

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Justin F. Roebuck
20th Circuit Court

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Justin F. Roebuck
20th Circuit Court

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A J GALLAGHER RMS 3455 E PARIS SE GRAND RAPIDS, MI 49512 00019

BRETT LEMMEN & PAULA LEMMEN 19045 ELIZABETH CT SPRING LAKE MI 49456-9662

Dear Customer:

Enclosed is your declaration page and related documents. If you have any questions regarding any of them, please contact your Company representative.

PL-8579 3-94

Justin F. Roebuck -00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.139 Page 29 of 107 ase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.25 Page 5 of 74

TRAVELERS

Policy Number 601695439 840 1 11/09/17 - 11/09/18 Policy Period 12:01 AM STANDARD TIME AT THE RESIDENCE PREMISES

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE MI 49456

December 6, 2017

Welcome to Travelers!

As a Travelers insurance customer, you have more than 160 years of experience, financial stability and superior claim service behind you. You can feel protected - especially when you need us most.

Review your policy documents

No one understands your needs better than you. So take a moment to carefully review and confirm your new yacht insurance policy details.

Please note:

- Your policy provides coverage in the navigational territory specified on your declarations page. If navigation occurs outside of the specified territory, coverage will not apply.
- If your vessel has a lay-up period specified on your declarations page, it must be "out of commission" and cannot be navigated at all during that time.
- · During hurricane season, if your vessel is located in any coastal area from North Carolina to the Texas/Mexico border, windstorm deductibles may apply.

Contact Information

Policy questions or changes	616.975.3500 1,800.CLAIM33
24 hour claim service	
	1.800.772.4482
Billing and Payment Information	1.800.550.7716
Online service	mytravelers.com

Go Digital

MyTravelers.com is your source for quick, easy, paperless service on any device:

- Manage your payments
- Submit a claim
- Review all the documents in this package online Sign up today at MyTravelers.com!

If you decide to change your navigational territory, lay-up period, or repower your vessel, please notify your agent or a Travelers representative immediately to maintain the coverage you need.

At Travelers, we provide fast, efficient claim service and 24/7 claim reporting. For more information about boat or vacht insurance, go to Travelers.com/boat.

Thank you for choosing Travelers to help you protect what matters. It's Better Under the Umbrella®.

Sincerely,

Michael Klein President

Personal Insurance

PL-17827 (02-17) NB Yacht

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PRIVACY NOTICE

Privacy Statement for Individual U.S. Personal Insurance Consumers

Your privacy is important to us. When we quote or sell an insurance policy to a person, we get information about the people and property that we're insuring. This Privacy Notice describes the types of information about you ("personal information") we collect, where we get it, and how we use, share and protect it. It applies to current and former Travelers personal insurance customers in the United States.

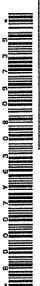
A few key points include:

- We collect personal information from you, your agent, and from third parties
- We will not share your personal information with others for their marketing purposes without your permission
- We maintain safeguards designed to help prevent unauthorized use, access and disclosure of personal information

What type of information do we collect?

You give us most of what we need in the application process. To make sure what we have is correct, or to obtain additional information, we may need to check back with you. For example, you may be asked to give us more details in writing, via e-mail or over the phone. In addition, we may obtain other information, including but not limited to the following:

- Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.
- Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.
- Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.
- Information from government agencies or independent reporting companies.
- Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).
- In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.



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How do we use your personal information?	We use the personal information we collect to sell, underwrite and rate, service and administer insurance; to handle claims; to create and market products and services; to prevent and detect fraud; to satisfy legal or regulatory requirements; and for other business purposes and as otherwise allowed by law.
	Once you're insured with us, we will retain details about your policy(les). This may include, among other things, bill payment, transaction or claim history and details, as well as other information.
	When you give us a telephone number, you consent to being contacted at that number, including if the number is for a cell phone or other wireless device. We may contact you in person, by recorded message, by the use of automated dialing equipment, by text (SMS) message, or by any other means your device is capable of receiving, to the extent permitted by law and for reasonable business purposes, including to service your policy or alert you to other relevant information.
How do we share your personal information?	We do not give or sell your personal information to nonaffiliated third parties for their own marketing purposes without your prior consent.
	We may give the personal information we collect to others to help us conduct, manage or service our business. When we do, we require them to use it only for the reasons we gave it to them. We may give, without your past permission and to the extent permitted by law, personal information about you to certain persons or organizations such as: your agent or insurance representative; our affiliated property and casualty insurance companies; independent claim adjusters or investigators; persons or organizations that conduct research; insurance support organizations (including consumer reporting agencies); third party service providers; another insurer; law enforcement; state insurance departments or other governmental or regulatory agencies; or as otherwise required or permitted by law. Information we share with insurance support organizations, such as your claims history, may be retained by them and disclosed to others.
	We may also share your personal information: to comply with legal process; to address suspected fraud or other illegal activities; or to protect our rights, privacy, safety or property, and/or that of you or others.
How do we protect your personal information?	We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.
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Justin F. Roebuckase 1:19-cv-00458 ECF No. 7-1 filed 06/13/19 PageID.143 Page 33 of 107

20th Circuit Court Court

How can I review and correct the personal information you have about me?

If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.

You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, let us know in writing. We will review it, and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments.

For questions about the right of access or correction to your information, please write to: Travelers, One Tower Square, Hartford, CT 06183, Attn: Privacy Office.

This notice is given by The Travelers Indemnity Company and its personal insurance property casualty affiliates.

This notice may be amended at any time. The most current version will be posted on Travelers.com.

A statement concerning our use of Insurance Score is available on request for Oregon residents.



FILED 6/11/2019

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NOTICE

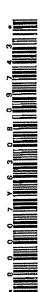
Thank you for trusting us with your insurance. We are committed to providing you excellent service at a competitive price. A lot of information is used to determine your price, including information about your credit and claim histories. We are required to tell you that based on the information we received, you did not receive our best rating classification. Your price is competitive and accurate based on your unique characteristics. Please refer to the reverse side of this page for the details from your credit history affecting your price.

The consumer reporting agency(ies) that provided information about you:

Insurance Score (Credit History) Information: TransUnion National Disclosure Center P.O. Box 1000 Chester, PA 19022 1-800-645-1938 www.transunion.com

Remember:

- You have the right to a free copy of the consumer report(s) listed above. Simply contact the agency(ies) listed above within 60 days of receipt of this notice.
- You have the right to dispute the accuracy or completeness of any information in a consumer report. Simply contact the agency to discuss or dispute any information in the report.
- The consumer reporting agency(ies) did not make the pricing determination and cannot answer questions regarding your Travelers policy.
- Notify us if your information changes. We will reevaluate your situation, which could save you money.



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The information from your credit report is used to create an insurance score. Your insurance score was impacted by:

- * Length of credit history (measured by the average age and oldest age of accounts listed).
- * Recent customer initiated credit check(s).

To learn more about how your credit relates to your insurance policy please contact our Insurance Score Resource Center at 1-800-550-7717. For any other questions, please contact your Travelers agent or representative.

Please note: this information does not necessarily reflect a poor or average credit standing.

IMPORTANT NOTICE

Storm Safety Tips to Protect Your Boat

Nothing can be more frightening to a boat owner than to hear that a hurricane warning has been issued for the area where your boat is located. Being prepared can limit uncertainty and reduce damage.

Here are some tips to help protect your boat prior to the storm's arrival.

- If possible, haul the vessel from the water on its own trailer or in collaboration with your marina.
- If you are unable to check the vessel, have a plan in place to ensure that the vessel can be secured.
- If the boat remains in the water, remove as much boating gear as possible including electronics and important documents.
- Double up all lines and check that the lines are long enough to accommodate the expected storm surge. Add chafe gear and extra fenders to prevent damage.
- If the boat is staying on its mooring, add chafe gear to the anchor rode and if feasible, add additional anchors in a three point position.
- Reduce wind damage by removing sails, dodgers, dinghies, bridge enclosures and eisenglass.
- Disconnect shore power cords, water supply hoses and close off any propane or other valves.
- If possible & prudent, navigate the vessel inland to a secure location away from possible storm surge damage and from boats that could break away from their mooring or slip.
- Secure and lock all hatches and portlights. Double check for leaks and seal as necessary if a leak is found.
- Secure all loose gear and any item that may clog scuppers and deck drains.
- When in doubt "Haul her out".
- Never stay aboard during the storm.
- If the vessel sustains damage from a storm, report the claim in a timely fashion!



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THE STANDARD FIRE INSURANCE COMPANY

IMPORTANT NOTICE

Coverage Validation Navigational Territories, Vessel Valuations, Outboard Motor Repowering

Navigational Territory

It is very important to ensure that the correct navigational territory has been applied to your policy. Since the Navigational Territory is a WARRANTY in the contract, failure to have the correct territory for vessel operation could result in an uncovered loss. Navigational territory is located on page 2 of your policy declarations page under the section titled **Navigational Information**.

If the waters navigated are affected by tides, or entail use on intercoastal and/or brackish waters (mixture of salt & fresh), the policy should be rated as <u>Coastal</u> navigation versus Inland navigation. For example, most bays and inlets should be rated as Coastal navigation, as they typically consist of salt water or "brackish" water.

Vessel Valuations

Even though Travelers policies are generally "Agreed Value" policies for the hull, it is very important for you to review your policy coverages regularly, including the vessel's value. Insuring to current market value provides peace of mind that adequate coverage is in place at a premium that reflects the inherent value of the vessel. Please note that a recently purchased boat is insured per the purchase price.

Vessel values will generally increase only after capital-investment improvements are made. "Tuning-up" a vessel for the season and performing normal maintenance do not constitute "capital improvements" for valuation purposes.

Examples of capital improvements would include adding new electronic systems to a vessel that did not exist before; or completing an overhaul of the existing vessel that would entail replacing older items with newer items.

Outboard Motor Repowering

When repowering your vessel, it is important to <u>contact your agent immediately</u> to ensure coverage is in place for the new motors. A repowered vessel with new outboard engines is considered a capital improvement, and would require valuation adjustments to the hull and equipment value to ensure adequate coverage is in place for the new engines. The existing hull and equipment valuation already includes a value for the old engines; the re-adjusted valuation would reflect the increase in value of the new engines over the old.

If you have any questions regarding your policy, please contact your agent or Travelers representative.

This brief summary does not change any provisions of the actual policy. There are exclusions, limitations and conditions that apply to each coverage. If there is any conflict between the policy and this summary, the provisions of the policy will apply.

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IMPORTANT NOTICE

MICHIGAN SUPPLEMENTAL CONSUMER INFORMATION

As you know we obtained a credit based insurance score at the time we quoted your policy. We use your credit history in connection with our financial history measurement program or credit-scoring program to measure your risk of having an insurance loss. We use your credit-based insurance score, in combination with other factors, to rate and underwrite your policy.

If you believe that your credit information has been adversely impacted by an extraordinary life circumstance, you may request that we consider this when using your credit information.

These extraordinary life circumstances may include:

- Catastrophic event, as declared by the federal or state government.
- Serious illness or injury, or serious illness or injury to an immediate family member.
- Death of a spouse, child, or parent.
- Divorce or involuntary interruption of legally owed alimony or support payments.
- Identity theft.
- Temporary loss of employment for a period of 3 months or more, if it results from involuntary termination.
- Military deployment overseas.
- Predatory lending resulting in the foreclosure of, or commencement of proceedings or an action to foreclose, a mortgage of real property owned by the insured or insurance applicant.
- Other events as determined by us.

We may require you to provide reasonable documentation of this circumstance and explain how it has negatively affected your credit.

For all questions and inquiries please contact our Insurance Resource Center at 1-800-550-7717.



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20th Circuit Court Co

IMPORTANT NOTICE ABOUT BILLING OPTIONS AND DISCLOSURES

This notice contains important information about our billing options and charges.

You have chosen to pay your insurance premium in monthly installments and will be billed by mail / email. Please note that a service charge of \$5.00 will apply per installment. In the event that your payment is returned by your bank, you will be charged a fee of \$25.00. If a payment is late we may require the total balance on your account be paid, in order to continue coverage.

If your billing needs change, you may pay your premium by:

Bill Plan	<u>Monthly</u>	Pay In Full
Electronic Funds Transfer (EFT)	\$ 1.00	No Charge
Recurring Credit Card (RCC)	\$ 1.00	No Charge
Bill by Mail / Email	\$ 5.00	No Charge

Payments returned by your bank: \$25.00 per occurrence

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

Visit www.amp.travelers.com if you would like to enroll in our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plan.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at (616)975-3500.



BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company: THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number Effective Date 0601695439 8401 11-09-17 Not valid more than one year from Effective Date.

Manufacturer SUNSERKER Year 2017

Hull Identification Number (HIN) XSX06701C617

MANHATTAN Model Agent

A J GALLAGHER RMS 3455 E PARIS SE GRAND RAPIDS MI 49512

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE MI 49456 9662

See Important Notice On Reverse Side PL-12129 12-04

TRAVELERS **BOAT/YACHT INSURANCE IDENTIFICATION CARD**

Company: THE STANDARD FIRE INSURANCE COMPANY

Effective Date 0601695439 8401 Not valid more than one year from Effective Date. Summer Mooring Location State: MI Policy Number

Manufacturer SUNSEEKER

Hull Identification Number (HIN) XSK06701C617 MANHALTAN Model

A J GALLAGHER RMS 3455 E PARIS SE GRAND RAPIDS MI 49512 Agent

INSURED & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT

SPRING LAKE MI 49456 9662

See Important Notice On Reverse Side PL-12129 12-04

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IN CASE OF AN ACCIDENT

* Call Travelers immediately 1-800-772-4482 toll free, 24 hours a day.

Immediately call:

For Claims,

800-772-4482

Only discuss the accident with proper authorities or Travelers representatives.

FRAUD HOTLINE: 800-6-FRAUD-0

FOR POLICY SERVICE CALL (616) 975-3500

Travelers, One Tower Square, Hartford, CT 06183

IN CASE OF AN ACCIDENT

- Call Travelers Immediately 1–800–772–4482 toll free, 24 hours a day. Only discuss the accident with proper authorities or Travelers representatives.
- For Claims, Immediately call: 800-772-4482

FRAUD HOTLINE: 800-6-FRAUD-0

FOR POLICY SERVICE CALL (616) 975-3500

Travelers, One Tower Square, Hartford, CT 06183

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YOUR TRAVELERS YACHT POLICY

from Travelers

Especially for:

BRETT & PAULA LEMMEN FAMILY TRUST



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TRAVELERS

TRAVELERS YACHT POLICY

The Standard Fire Insurance Company One of The Travelers Property Casualty Companies One Tower Square, Hartford, CT 06183

No	m	he	In	en	red

Yacht Description

Your Agent's Name and Address

HP Hull ID

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE, MI 49456-9662

A J GALLAGHER RMS 3455 E PARIS SE GRAND RAPIDS, MI 49512

For Policy Service Call: (616) 975-3500 Your Policy Number: 601695439 840 1 1-800-772-4482 For Claim Service Call: Transaction Premium: \$7,478.00 For Billing Questions Call: 1-800-550-7716 **Total Policy Premium:** \$7,478.00 New Business

Transaction Type Policy Period From: 11-09-17 To: 11-09-18 12:01 A.M.

Transaction Number 1. Standard Time at the Residence Premises

Model

Year Length Manufacturer 2400 XSK06701C617 MANHATTAN SUNSEEKER 2017 651 Premium Deductible Amount of Insurance/ Coverages Limit of Liability Section Three 4,901.00 19,600 Ś Yacht, Auxiliary Equipment \$ 1,960,000 and Dinghy Coverage Included 250 \$ Included if 16 Dinghy feet or under and 50 hp or less **Section Four** Included 250 5,000 Personal Property Section Five Included None 1,500 Commercial Towing and Assistance Section Six 501.00 None \$ 1,000,000 Protection and Indemnity Included None Accidental Fuel Spill Per Policy Language Coverage **Section Seven** None Included 10,000 Medical Payments Section Eight Included None \$ 1,000,000 Uninsured Boater Section Nine Included Statutory Limits None Longshoremen's & Harbor

Authorized Signature_

Continued on next page 44101 (01-09) 413/0WY630 DEC#: 1

Workers' Compensation

Insured Copy

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44101 44108 44116 44126 44130 44142 44155	(01-09) Travelers Yacht Policy Jacket (09-08) Paid Crew Endorsement (09-08) Additional Insured Endorsement (11-99) Navigational Warranty Endorsement (11-99) Special Amendatory Endorsement (09-08) Special Trip Endorsement (09-08) Mechanical Breakdown Coverage	Ş	Included Included Included Included 1,961.00
<u> </u>	Yacht Total Premium	\$	7,478.0

Navigational Information

Navigational Territory: It is hereby warranted that the Insured Yacht shall be confined to the waters indicated below.

Great Lakes and tributaries, including the St. Lawrence River and tributaries south of Quebec City, Canada, and the inland lakes, rivers and non-tidal waters of the 48 contiguous United States and Canada not north of 52 degrees north latitude.

Lay Up Period

It is hereby warranted that the insured boat shall be laid up and out of commission from 11-01 through 04-01.

Additional Insured #1

GRAND ISLE MARINA 1 GRAND ISLE DR GRAND HAVEN, MI 49417

Bill Method Installment Payments Billed to Insured

For Your Information

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

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TRAVELERS TRAVELERS YACHT POLICY

BRETT & PAULA LEMMEN FAMILY TRUST Name Insured:

601695439 840 1 Policy Number:

Policy Period: 11-09-17 To: 11-09-18

Effective Date: 11-09-17

Yacht Number: 01

For Your Information (continued)

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6016954398401 and product code BY1 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

The Insurance Score we used to determine your premiums is 0767.

If you have any questions regarding your Insurance Score, please contact the Insurance Score Resource Center at 1-800-550-7717.

This is not a bill. You will be billed separately for this transaction.

Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your agent or representative.

This Declaration and any endorsements attached are to be inserted in and form part of your policy. If a change effective date appears at the top of the Declarations, then this Declaration replaces any previous Declarations on that date.

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by policy number 601695439 840 1 issued by The Standard Fire Insurance Company.



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Justin F. Roebuck Script Court Court

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TOC44101

YOUR TRAVELERS YACHT POLICY **QUICK REFERENCE**

	DECLARATIONS PAGE Your Name and Address Policy Period Your Insured Property Coverages, Amounts of Insurance and Deductibles Endorsements Credits Policy Premium Navigation Territory Layup Information Loss Payee INSURING AGREEMENT DEFINITIONS	Begins On Page I
SECTION ONE:	General Policy Terms, Conditions, Limitations and Warr Policy Period Concealment, Misrepresentation or Fraud Changes in Policy Transfer of Interest Cancelling This Policy Return Premiums Renewal, Nonrenewal and Termination of Coverage Conformity to State Law or Federal Statute Broadening of Coverage Private Pleasure Use Warranty Navigational Warranty Lay-Up Warranty No Benefit to Others Other Insurance	2
SECTION TWO:	General Policy Exclusions Concealment, Misrepresentation or Fraud Dishonest or Illegal Acts Intentional Injury or Damage War, Confiscation or Nuclear Exclusion Racing	4 4
SECTION THREE:	Yacht, Auxiliary Equipment and Dinghy Coverage Coverage Overland Transporation Protection and Recovery / Salvage Expenses Exclusions Loss Payment Amount of Insurance Deductible Amount	5 5 5 5 6

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YOUR TRAVELERS YACHT POLICY QUICK REFERENCE

Begins

On Page Personal Property Coverage 6 **SECTION FOUR:** Commercial Towing and Assistance Coverage ______7 **SECTION FIVE:** Protection and Indemnity Coverage **SECTION SIX:** Medical Payments Coverage **SECTION SEVEN:** Uninsured Boater Coverage 10 **SECTION EIGHT:** Longshoreman's and Harbor Workers' **SECTION NINE:** Compensation Coverage 10 Non-Owned Yacht or Dinghy Coverage ______11 SECTION TEN: Newly Acquired Yacht or Dinghy Coverage ______11 **SECTION ELEVEN: SECTION TWELVE: Duties After a Loss or Occurrence** General Duty _______12 Notice of Loss 12 Assistance in Loss Settlement 12 Claims Against Others _______12 Proof of Loss _________13 Support of Claim _________13 Submission of Claim _______13 **SECTION THIRTEEN: Loss Settlement Conditions** 13 Loss Settlement Appraisal..... Loss Payee 14 Reservation of Rights Abandonment of Property..... 14 Suit Against Us ______14

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TRAVELERS YACHT POLICY

INSURING AGREEMENT

This marine insurance policy is a legal contract between you and us.

We agree to provide the insurance coverage described in this **policy** in return for your payment of the premium when due and full compliance by every **insured** with the terms, conditions and warranties described in the **policy**.

DEFINITIONS

Throughout this **policy**, "you" and "your" refer to the "named insured" in the **declarations**, and "we", "us", and "our" refer to the Company providing this insurance. In addition, certain other words and phrases, when printed in bold letters, have special meaning in the **policy** and are defined as follows:

"accidental fuel spill" means the sudden and accidental discharge, spillage or leakage of petroleum based fuel, oil or lubricants which are required for the normal operation and use of your yacht or dinghy.

"actual cash value" means the replacement cost of the covered property at the time of the loss, less deduction for any depreciation.

"agreed value" means the Amount of Insurance for your yacht as shown in the declarations without deduction for any depreciation.

"auxiliary equipment" means your portable boating equipment, including trolling motors, not permanently installed aboard but normally required or used to operate or maintain your yacht or dinghy.

"bodily injury" means physical injury and bodily harm and resulting sickness, disease and death. It includes required care and loss of services.

"constructive total loss" means a loss in which the reasonable expense of recovering and repairing your yacht equals or exceeds the Amount of Insurance as shown in the declarations.

"declarations" means the declarations page(s) for your policy that show the coverages and Amounts of Insurance/Limits of Liability you have for your yacht or dinghy. Throughout this policy, any reference to the declarations includes any amended declarations.

"dinghy" means any boat 16 feet in length or less, including its outboard motor(s) not exceeding 50 horsepower, owned by you and used primarily to

travel over water to and from your yacht. However, dinghy does not include any personal watercraft.

"family member" means a resident of your household who is related to you by blood, marriage or adoption.

"fishing equipment" means rods, reels, lures and rigs, lines, nets, tackle and tackle boxes.

"insured" means (1) you; (2) a family member; or (3) any person or legal entity while operating your yacht or dinghy, for private pleasure use with your permission and without a charge, fee or other financial benefit or remuneration. However, insured does not include: (a) any paid captain or paid crew member, unless added by endorsement or automatically covered in SECTION SIX: PROTECTION AND INDEMNITY COVERAGE, paragraph D. or (b) any person or legal entity operating, employed by, or the agent of a marina, boat repair yard, yacht club, sales agency, brokerage, consignment yard, boat service station, or other similar organization.

"latent defect" means a hidden flaw inherent in the material existing at the time of the original building of the yacht, which is not discoverable by ordinary observation or methods of testing.

"lay-up" means taking your yacht out of active service and decommissioning it for the period of time as shown in the declarations. Lay-up can include either storage on land or afloat.

"navigational territory" means the waters where your yacht or dinghy is permitted to operate as described in the declarations.

"occurrence" means a loss or accident, including continuous or repeated exposure to substantially the same general harmful conditions that results, during



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the policy period, in bodily injury or property damage.

"personal property" means any property, not otherwise excluded, owned by an insured, a guest of an insured, or a paid captain or paid crew member, while it is aboard your yacht or dinghy or while being loaded onto or unloaded from your yacht or dinghy.

"personal watercraft" means a jet ski, hydrocycle or other vessel which uses an inboard motor power-ing a water jet pump as its primary source of motor power and which is designed to be operated by a per-son sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.

"policy" means your Travelers Yacht Policy. It includes the application, the declarations, and any applicable forms and endorsements.

"property damage" means actual physical loss or damage to or destruction of tangible property of others, not otherwise insured by this policy. It includes loss of use of such property.

"total loss" means a loss in which your yacht is completely lost or destroyed.

"uninsured boater" means any owner or operator of a vessel, other than the insured yacht or dinghy, who is legally responsible for an accident and to whom no liability insurance policy applies or who cannot be identified, such as a hit-and-run operator.

"yacht" means the vessel, owned by you, as shown in the declarations, including its hull, machinery, spars, sails, fittings, furniture and other permanently installed equipment located on board and normally required for the operation or maintenance of the vessel.

SECTION ONE: GENERAL POLICY TERMS, CONDITIONS, LIMITATIONS AND WARRANTIES

The following terms, conditions, limitations and warranties apply to all **SECTIONS** and coverages provided by this policy

A. POLICY PERIOD

This policy applies only to a covered loss or occurrence during the policy period as shown in the declarations.

B. CONCEALMENT, MISREPRESENTATION OR FRAUD

The entire policy will be void if, in connection with your insurance application, whether before or after a loss or occurrence, any insured has:

- Misrepresented or failed to disclose any material fact or circumstance or made any false statement related to this insurance; or
- 2. Engaged in fraudulent conduct.

C. CHANGES IN POLICY

This policy contains all of the agreements between you and us. The terms may not be changed or waived except by endorsement issued by us.

D. TRANSFER OF INTEREST

This policy will automatically terminate, without notice by us, upon the sale, assignment, pledge or other

transfer of your ownership or insurable interest, in whole or in part, in your yacht or dinghy unless prior written consent has been obtained from us. However, if you should die during the policy period, we will automatically cover your legally appointed representative as a named insured with respect to his or her interest in your yacht or dinghy.

E. CANCELLING THIS POLICY

Your cancellation - You may cancel this **policy** by giving us or our authorized representative written notice of the date cancellation is to take effect.

Our cancellation - If you have paid the premium when due and we decide to cancel this **policy**, we will give to you at least 15 days written notice of our decision to cancel this **policy**.

If you have not paid the premium by the due date, we may cancel this **policy** by giving you 10 days written notice.

Evidence of mailing of our cancellation notice to you at the address as shown in the **declarations** will be sufficient proof that you have been notified.

F. RETURN PREMIUMS

If this policy is cancelled, you may be entitled to a premium refund. If you cancel the policy for any rea-

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son other than your interest in the yacht being sold, any return premium may be computed on a short rate basis. If we cancel the policy or if your interest in the yacht is sold, any return premium will be computed on a pro-rata basis.

Any return premium will be paid to you as soon as possible after the cancellation. However, making or offering to make the refund is not a condition of cancellation.

In the event of a total loss or a constructive total loss, any paid premium will be considered fully earned and no refund will be made.

G. RENEWAL, NONRENEWAL AND TER-MINATION OF COVERAGE

Renewal - We may offer to renew this **policy** by providing you renewal **declarations** along with a bill for the premium.

Nonrenewal - If we decide not to renew this **policy**, we will give you at least 30 days notice of our decision not to renew. Evidence of mailing of our nonrenewal notice to you at the address as shown in the **declarations** will be sufficient proof that you have been notified.

Automatic termination — If we offer to renew your **policy** and you or your authorized representative do not accept, this **policy** will automatically terminate, without notice of termination, at the end of the current **policy** period. Failure to pay the required renewal premium when due will mean you have not accepted our offer.

H. CONFORMITY TO STATE LAW OR FEDERAL STATUTE

If any provision of this **policy** is deemed unenforceable pursuant to any applicable state law or federal statute, this **policy** shall conform to the minimum requirements of that law or statute.

I. BROADENING OF COVERAGE

If we adopt any change during the term of this policy applicable to all yacht policyholders in your state that broadens coverage without additional premium, the broader coverage will automatically apply to you as of the effective date of the revision.

J. PRIVATE PLEASURE USE WARRANTY

You expressly warrant that your yacht and dinghy will be used solely for private pleasure use. This warranty applies to all insureds.

Coverage will not apply during any period in which your yacht and dinghy are used for non-private pleasure use such as for charter, hire, to carry persons or property for a fee or for any other commercial, corporate or business use, unless prior written consent has been obtained from us. Business entertainment for which there is no direct remuneration will be considered as being private pleasure use.

K. NAVIGATIONAL WARRANTY

You expressly warrant that your yacht and dinghy will be confined to the navigational territory as shown in the declarations. This warranty applies to all insureds.

Coverage will not apply during any period in which your yacht and dinghy are outside of the navigational territory as shown in the declarations unless prior written consent has been obtained from us. You must pay any additional premiums if given consent for this extension of coverage.

L. LAY-UP WARRANTY

You expressly warrant that you will lay-up your yacht for the period of time as shown in the declarations. This warranty applies to all insureds.

During the lay-up period, your yacht must be maintained for the conditions reasonably expected during the lay-up. In addition, your yacht cannot be used for any boating activities or as living quarters during the lay-up period.

M. NO BENEFIT TO OTHERS

No person or organization that has custody of your yacht or dinghy and is to be paid for services, directly or indirectly, in cash or in kind, will benefit from this insurance.

N. OTHER INSURANCE

If at the time of loss, there is any other applicable insurance, any insurance provided by this policy will be deemed excess over any other valid and collectible insurance.



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SECTION TWO: GENERAL POLICY EXCLUSIONS

The following exclusions apply to all SECTIONS and coverages provided by this **policy**:

WE DO NOT COVER ANY LOSS OR DAMAGE CAUSED BY:

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

The coverage provided by this **policy** depends on the statements you made in your application. If you or any insured conceals or misrepresents any material fact or circumstance, whether before or after a loss, this **policy** is **VOID** and you will no longer be protected by it.

B. DISHONEST OR ILLEGAL ACTS

We do not cover any loss, damage, injury, or expense that occurs while any **insured** is engaged in any dishonest or illegal act, regardless of whether such person is convicted of such act by a criminal court.

C. INTENTIONAL INJURY OR DAMAGE

We do not cover any loss, damage, injury, or loss of life which is intentionally caused by any covered person, regardless of whether or not such person is convicted of such act by a criminal court.

D. WAR, CONFISCATION OR NUCLEAR EXCLUSION

We do not cover any loss, damage, injury, or loss of life which is caused by:

- War, including undeclared war, civil war, civil strife, insurrection, rebellion, revolution, hostilities or warlike acts by military force or military personnel, destruction or seizure for military purposes, or any consequences of these actions, whether there is a declaration of war or not;
- The lawful or unlawful capture, seizure, confiscation, arrest, lien, requisition, detainment or impoundment of your yacht or dinghy by a civil or military authority or repair facility/boat yard or any consequences of these actions; or an attempted threat, whether in time of peace or war;
- The hazardous properties, including radioactive, toxic or explosive properties, of nuclear material, whether it is source material or byproduct material as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof, no matter how it is caused.

E. RACING

We do not cover any loss that occurs or damage that results while your yacht or dinghy is being operated in any capacity in an official race or speed test. However, this exclusion does not apply to sailboats participating in local races or powerboats participating in predicted log events.

SECTION THREE: YACHT, AUXILIARY EQUIPMENT AND DINGHY COVERAGE

This is an agreed value policy for yachts.

A. COVERAGE

We cover the following property against accidental direct physical loss or damage caused by an occurrence except as specifically excluded:

- 1. Your yacht.
- Your outboard motor(s), if scheduled in the declarations, including:
 - a. portable fuel tanks and fuel lines;
 - b. electric starting equipment including batteries; and

- c. controls supplied by the manufacturer as part of the outboard motor.
- 3. Your auxiliary equipment. However, auxiliary equipment does not include:
 - a. outboard motors;
 - personal watercraft, or similar types of vessels;
 - moorings, cradles, boat lifts, or similar apparatus used for the mooring or storage of your yacht or dinghy; or
 - d. Personal property including fishing equipment and scuba gear.

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- 4. Your auxiliary equipment on shore. We will cover your auxiliary equipment when it is temporarily removed from your yacht or dinghy for storage on shore. However, the Amount of Insurance on your yacht or dinghy will be automatically reduced by the total value of this auxiliary equipment while it is stored away from your yacht or dinghy.
- Your trailer if scheduled by endorsement provided it is used solely for the purpose of transporting your yacht or dinghy.
- 6. Your dinghy.

B. OVERLAND TRANSPORTATION

We cover physical damage to your yacht or dinghy if damaged as a result of being transported overland on its trailer, including loading or unloading by an insured. However, coverage while being transported on any contract or common carrier for hire applies only within a 500 mile radius from your home port or storage yard, unless endorsed to this policy. We do not cover your yacht or dinghy if it is being trans-ported as waterborne cargo including loading or unloading.

C. PROTECTION AND RECOVERY / SAL-VAGE EXPENSES

We will pay the reasonable costs you incur to protect or recover your yacht or dinghy from further loss or damage following a covered loss, including making any necessary temporary repairs to protect the property from further damage. This coverage is in addition to those coverages included in SECTION THREE of this policy.

D. EXCLUSIONS

In addition to the **SECTION TWO: GENERAL POLICY EXCLUSIONS**, we do not cover loss or damage caused by or resulting from:

- 1. Wear and tear; neglect;
- 2. Gradual deterioration; deterioration caused by weathering, insects, or marine life;
- Insects, animals, vermin, marine life, mold, mildew, or fungus;
- 4. Marring, scratching, weathering, fading, chipping or denting;
- Inherent vice, wet or dry rot, rust or corrosion;
- 6. Osmosis, blistering, delamination, chemical decomposition or galvanic action;

- Latent defect. However, any resulting direct physical loss or damage to your yacht resulting from the latent defect will be covered;
- Defects in manufacture, including defects in construction, workmanship and design other than latent defects as defined in the policy;
- The insured's failure to properly winterize the yacht or dinghy in accordance with the manufacturer's specifications or customs of the area;
- Theft or unexplained disappearance of auxiliary equipment unless: (a) your yacht or dinghy is stolen at the same time; or (b) there is evidence that the property was forcibly removed;
- 11. Decrease in value, loss of use, or lost profits;
- 12. Previously unrepaired damage that occurred either prior to the policy effective date as shown in the declarations or where an insured has previously received full or partial payment from us; or
- 13. Mechanical breakdown.

E. LOSS PAYMENT

In the event of a covered loss, we will pay as follows:

- Total loss. If your yacht is a total loss or determined by us to be a constructive total loss, we will pay the Amount of Insurance as shown in the declarations, without deduction for depreciation.
- Partial loss. Unless otherwise stated in this
 policy, we will pay the reasonable cost of repair or replacement of damaged or stolen
 property, without deduction for depreciation,
 up to the Amount of Insurance as shown in
 the declarations.
- Property subject to depreciation. We will
 pay no more than the actual cash value, at
 the time of loss or damage, to the following
 property:
 - (a) sails, including spinnakers;
 - (b) protective covers consisting of fabric, plastic, canvas or similar materials;
 - (c) carpeting, upholstery, cushions or fabric;



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- (d) outboard motors of your yacht, including trolling or auxiliary motors, over five years of age;
- (e) outdrive power units of your yacht over seven years of age;
- (f) machinery, including inboard engines, running gear and equipment, over ten years of age;
- (g) batteries;
- (h) trailers; and
- (i) dinghies.
- 4. Pairs, Sets or Parts. In case of a covered loss or damage to a pair or set, we may elect to repair or replace any item to restore the pair or set to its condition just before the loss or pay the difference between the actual cash value of the pair or set before and after the loss.

In case of loss to any part of covered property consisting of several parts when complete, we will pay only for the value of the part lost or damaged.

- 5. Repairs. If your yacht or dinghy needs repair after a covered loss, we will have the option of paying the reasonable costs of repairs in accordance with:
 - a. the manufacturer's specifications; or
 - b. generally accepted repair practices.

We will pay the lesser of: (1) the Amount of Insurance for your yacht or dinghy; or (2) the amount for which your yacht or dinghy can reasonably be repaired to its condition just prior to the loss.

F. AMOUNT OF INSURANCE

The most we will pay under the policy for damages to your yacht, auxiliary equipment or dingly under paragraphs A. and B. of this SECTION is the Amount of Insurance as shown in SECTION THREE of the declarations.

The most we will pay under the **policy** for expenses related to paragraph C. of this SECTION is the Amount of Insurance as shown in **SECTION**THREE of the **declarations**.

The Amount of Insurance for paragraphs A. and B. will not be reduced by payments made for expenses under paragraph C.

G. DEDUCTIBLE AMOUNT

We will adjust each claim for a covered loss to your yacht or dinghy separately. The amount of each adjusted claim will be automatically reduced by the deductible amount as shown in the declarations.

The deductible amount will not apply in the event of a total loss or a constructive total loss to your yacht or for Protection and Recovery / Salvage Expenses.

SECTION FOUR: PERSONAL PROPERTY COVERAGE

A. COVERAGE

We cover personal property, including fishing equipment, against accidental direct physical loss or damage caused by an occurrence except as specifically excluded.

B. EXCLUSIONS

In addition to the SECTION TWO: GENERAL POLICY EXCLUSIONS, we do not cover loss or damage caused by or resulting from:

- 1. Wear and tear; neglect;
- 2. Gradual deterioration; deterioration caused by weathering, insects, or marine life;

- 3. Insects, animals, vermin, marine life, mold, mildew, or fungus;
- 4. Marring, scratching, weathering, fading, chipping or denting;
- 5. Theft or unexplained disappearance unless:
 - (a) your yacht or dinghy is stolen at the same time; or
 - (b) there is evidence that the property was forcibly removed or stolen;
- 6. Changes in temperature or humidity; or
- Any mechanical or electrical failure or disturbance, unless it was caused by lightning.

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We do not cover any loss or damage due to any cause for any of the following property:

- Money, jewelry, furs, travelers checks, coins or currency;
- b. Motorized vehicles;
- c. Computer equipment including any hardware or software unless used exclusively aboard and for the service of your yacht;
- d. Fine arts, paintings, antiques; or
- e. Any property insured, in whole or in part, by this or any other insurance.

C. LOSS PAYMENT

In the event of a covered loss to personal property, we will pay no more than the actual cash value.

D. AMOUNT OF INSURANCE

The most we will pay under the policy for loss or damage to personal property for any one occurrence, regardless of the number of claimants or amount of each claim, is the Amount of Insurance as shown in SECTION FOUR of the declarations.

E. DEDUCTIBLE AMOUNT

We will adjust each claim for a covered loss to your personal property separately. The amount of each adjusted claim will be automatically reduced by the deductible amount as shown in the declarations.

SECTION FIVE: COMMERCIAL TOWING AND ASSISTANCE COVERAGE

A. COVERAGE

We will pay the reasonable costs you incur for the following emergency services to your yacht while afloat and away from safe harbor, or to the scheduled trailer, while on land, if help is not available and you must obtain commercial assistance:

- towing of your yacht to the nearest place where necessary repairs can be made;
- delivery of fuel, oil, parts or loaned battery, excluding the cost of these items themselves; or
- trailer roadside service, including towing your scheduled trailer to the nearest place where necessary repairs can be made.

B. EXCLUSIONS

SECTION TWO: GENERAL POLICY EXCLUSIONS apply to this SECTION.

C. AMOUNT OF INSURANCE

The most we will reimburse you for each covered loss under the policy for Commercial Towing and Assistance Coverage is the Amount of Insurance as shown in SECTION FIVE of the declarations.

D. DEDUCTIBLE

No deductible applies to Commercial Towing and Assistance Coverage.

SECTION SIX: PROTECTION AND INDEMNITY COVERAGE

A. COVERAGE

We will pay those sums that the insured becomes legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence to which this insurance applies. We have the right and duty to investigate, settle and defend, as we consider appropriate, any claim or suit seeking covered damages.

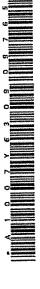
1. BODILY INJURY OR PROPERTY DAMAGE

We will pay damages for bodily injury or property damage for which an insured is legally responsible arising out of owning, maintaining or using your yacht or dinghy.

2. PAID CREW MEMBER BODILY INJURY

We cover liability for which the insured is legally responsible under the Federal Jones Act, 46 U.S.C. App. § 688.

This coverage may be sub-limited. Please refer to paragraph D.1. of SECTION SIX.



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3. WRECK REMOVAL

If you are legally required by any civil authority to remove or otherwise dispose of the wreck of your yacht or dinghy, we will pay the reasonable cost to raise, remove and dispose of your yacht or dinghy.

4. ACCIDENTAL FUEL SPILL

We will pay the reasonable cost for the proper containment, clean up and resulting damage caused by an accidental fuel spill that comes from your yacht or dinghy for which you are legally responsible provided you:

- a. immediately notify the United States
 Coast Guard or other appropriate state,
 local or federal authority of the accidental fuel spill as required by law;
- take appropriate action as soon as possible, including making any necessary temporary repairs to fix the cause of the accidental fuel spill and prevent further spillage; and
- c. provide all reasonable cooperation and assistance requested by a responsible official in connection with the containment or clean up of the accidental fuel spill.

This coverage may be sub-limited. Please refer to paragraph **D.** of **SECTION SIX**.

B. EXCLUSIONS

In addition to the SECTION TWO: GENERAL POLICY EXCLUSIONS, we do not provide coverage for:

- Liability assumed by you or any insured under any contract or agreement, including but not limited to restitution orders or judgments;
- 2. Bodily injury to your spouse or any insured;
- Bodily injury or property damage arising out of the transportation, including loading or unloading, of your yacht or dinghy on land, sea or air;
- Damage to reefs, natural barriers, beaches, marshlands, soft sand areas or any natural or growing thing attached thereto as a result of physical contact by your yacht or dinghy;

- Bodily injury or property damage arising out of the operation or use of any personal watercraft or similar type vessel;
- Bodily injury or property damage while your yacht or dinghy is used in connection with parasailing, kiteskiing or similar activity;
- Bodily injury for which benefits are required to be provided or are available under any state compensation law or act;
- Bodily injury arising out of or relating to the discharge, leakage or spillage of petroleum products or chemicals;
- Bodily injury or property damage arising out of or relating to bacteria, viruses, mold or other substances of like kind or nature;
- 10. Punitive damages, meaning damages that are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a penalty, or any similar exemplary damages that are awarded or imposed other than as compensatory damages; or
- Fines, penalties or costs of defense arising out of a criminal or civil violation of law or assessment by a governmental authority.

C. LOSS PAYMENT

Any payment made under SECTION SIX of the policy will automatically reduce the Amount of Insurance available under SECTION EIGHT:
UNINSURED BOATER COVERAGE for claims arising from the same occurrence.

D. AMOUNT OF INSURANCE

Subject to the provisions below, the most we will pay for all damages resulting from any one accident or occurrence is the Amount of Insurance as shown in SECTION SIX of the declarations. This limit is the same regardless of the number of insureds, claims, claimants, suits, demands, persons injured, vessels involved or the number of yachts or dinghies insured under this policy.

Sub-limit for Bodily Injury to a Paid Captain or Paid Crew Member:

(a) Unless otherwise endorsed on this policy, the sub-limit for any paid captain or paid crew member(s) bodily injury, maintenance and cure and unearned wages is

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> \$25,000 per occurrence for which an insured becomes legally responsible under the Federal Jones Act or General Maritime Law.

- (b) This sub-limit does not apply to any paid captain or paid crew member employed for less than 15 days total during the policy term.
- (c) This sub-limit is included in the Amount of Insurance for SECTION SIX and does not increase the Amount of Insurance.

Sub-limit for Accidental Fuel Spill:

The most we will pay for all loss or damage caused by an accidental fuel spill arising from an occurrence covered under the policy is the lesser of the Amount of Insurance as shown in the declarations for SECTION

SIX or \$800,000. This sub-limit is the most we will pay regardless of the number of insureds, claims, claimants, suits, demands, vessels involved or the number of yachts or dinghies insured under this policy.

This sub-limit is included in the Amount of Insurance for SECTION SIX and does not increase the Amount of Insurance.

- 2. Any costs we pay for investigation and legal expenses are in addition to the Amount of Insurance as shown in SECTION SIX in the declarations or any applicable sub-limit under this SECTION.
- 3. Our duty to settle or defend ends when the applicable Amount of Insurance for this coverage as shown in the declarations or by sublimit in this SECTION has been exhausted by the payment of judgments or settlements.

SECTION SEVEN: MEDICAL PAYMENTS COVERAGE

A. COVERAGE

We will pay for reasonable medical, ambulance, hospital, professional nursing and funeral costs to any person that becomes necessary due to bodily injury caused by an occurrence while on, leaving or boarding your yacht or dinghy. We will pay only for those costs incurred within one year of the date of the occurrence.

B. EXCLUSIONS

In addition to the SECTION TWO: GENERAL POLICY EXCLUSIONS, we do not provide coverage for:

- 1. Liability assumed by an insured under any contract or agreement;
- 2. Bodily injury arising out of the transportation of your yacht or dinghy over land, sea or air:
- 3. Bodily injury to any person while on, leaving or boarding your yacht or dinghy without the permission of an insured person;
- 4. Bodily injury to any person or legal entity operating or employed by, or the agent of, a marina, boat repair yard, yacht club, sales

- agency, brokerage, consignment yard, boat service station or other similar organization;
- 5. Bodily injury for which benefits are required to be provided or are available under any state or federal compensation law or act; or
- 6. Bodily injury that occurs in connection with parasailing, kiteskiing or similar activity.

C. LOSS PAYMENT

Any payment made under SECTION SEVEN of this policy shall not reduce the amount payable under SECTION SIX: PROTECTION AND INDEM-NITY COVERAGE or SECTION EIGHT: UN-INSURED BOATER COVERAGE.

Our payment will be reduced by any amounts paid or recoverable from the injured person's health plan or medical insurance.

Payment under this coverage is not an admission of liability by you or us.

D. AMOUNT OF INSURANCE

The most we will pay for each person injured as a result of an occurrence covered under the policy is the Amount of Insurance as shown in SECTION SEVEN of the declarations.



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SECTION EIGHT: UNINSURED BOATER COVERAGE

A. COVERAGE

We will pay for damages which, because of **bodily** injury caused by an **occurrence** and received while on, leaving or boarding your yacht or dinghy, you or a family member are legally entitled to recover from an uninsured boater of another vessel.

An uninsured boater does not include:

- (1) an underinsured vessel owner or operator;
- (2) an operator of a vessel whose liability or Protection and Indemnity insurance coverage is denied;
- (3) an operator of a vessel owned by or chartered to a government unit or agency; or
- (4) an operator of a vessel having the benefit of any liability or Protection and Indemnity insurance coverage for the accident or occurrence regardless of the terms, coverage limits or deductibles applicable to that coverage.

B. EXCLUSIONS

In addition to the SECTION TWO: GENERAL POLICY EXCLUSIONS, we do not provide coverage for:

- A person struck by a yacht or dinghy owned by you or any insured;
- A claim for bodily injury that any person or legal representative settles without our written consent;

- Bodily injury to any person eligible to receive benefits under any workers' compensation, disability or similar law;
- Bodily injury caused by an uninsured vessel that is owned by or chartered to a government agency or unit;
- Bodily injury where no physical contact occurred between your yacht or dinghy and an unidentified or un-insured vessel; or
- 6. Bodily injury when there is any other insurance available, whether such insurance is collectible or not, even if such amount is not sufficient to cover the entire loss or damage or where the insurer has denied coverage for the claim.

C. LOSS PAYMENT

Any payment made under SECTION EIGHT of the policy will automatically reduce the Amount of Insurance available under SECTION SIX: PROTECTION AND INDEMNITY COVERAGE for claims arising from the same occurrence.

D. AMOUNT OF INSURANCE

The most we will pay for damages under this SEC-TION is the Amount of Insurance shown in SEC-TION EIGHT of the declarations. This limit is the same regardless of the number of insureds, claims, claimants, suits, demands, persons injured, vessels involved or the number of yachts or dinghies insured under this policy.

SECTION NINE: LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION COVERAGE

A. COVERAGE

When coverage is provided under SECTION SIX: PROTECTION AND INDEMNITY COVERAGE of this policy, coverage is provided under this SECTION for liability for which an insured is legally responsible under the United States Longshoremen's and Harbor Workers' Compensation Act.

We agree, as required by the Act, to conform to all the provisions of the Act, being Public Act No. 803 of the 69th Congress, approved March 4, 1927; all laws which amend or supplement this Act and all lawful rules, regulations, orders and decisions of the United States Department of Labor, Bureau of Employees' Compensation and of the Deputy Commissioner having jurisdiction, which affect this Act while this policy is in force. We will carry out the provisions of Section 35 of this Act, and will not be relieved of liability due to the insolvency or bankruptcy of the named insured.

B. EXCLUSIONS

SECTION TWO: GENERAL POLICY EXCLUSIONS apply to SECTION NINE.

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SECTION TEN: NON-OWNED YACHT OR DINGHY COVERAGE

A. COVERAGE

When coverage is provided under SECTION SIX: PROTECTION AND INDEMNITY COVERAGE, we will pay for damages for bodily injury and property damage caused by an occurrence which you become legally responsible while operating a nonowned yacht or non-owned dinghy with the owner's permission.

B. EXCLUSIONS

In addition to the SECTION TWO: GENERAL POLICY EXCLUSIONS and the SECTION SIX: PROTECTION AND INDEMNITY COVERAGE, B. EXCLUSIONS, we do not cover any loss or damage under this SECTION if:

- the vessel is owned by a corporation, partnership or other legal entity in which you have an ownership interest;
- 2. the vessel is owned in whole or in part by you;

- 3. the vessel is rented or under charter to you;
- 4. the vessel is being used for purposes other than private pleasure use;
- 5. the vessel is furnished for your regular use;
- 6. the vessel is a personal watercraft or similar type vessel; or
- 7. the maximum design speed of the vessel is 50 miles per hour or greater.

C. AMOUNT OF INSURANCE

The most we will pay for your legal liability is the Amount of Insurance shown in SECTION SIX: PROTECTION AND INDEMNITY COVERAGE of the declarations. This limit is the same regardless of the number of claims, claimants, suits, demands, persons injured, vessels involved or the number of vachts or dinghies insured under this policy.

SECTION ELEVEN: NEWLY ACQUIRED YACHT OR DINGHY COVERAGE

A. COVERAGE

When coverage is provided under SECTION THREE: YACHT, AUXILIARY EQUIPMENT AND DINGHY COVERAGE, we will provide coverage under all of the terms and conditions of this policy for your newly acquired yacht or dinghy provided:

- 1. it is reported to us, in writing, within 15 days of acquisition;
- 2. it is not a personal watercraft;
- 3. the maximum design speed of the vessel does not exceed 60 miles per hour;
- 4. it meets our underwriting eligibility; and
- you agree to pay any additional premium required.

B. EXCLUSIONS

All exclusions set forth in this **policy** shall apply to the coverage for your newly acquired **yacht** or **dinghy**.

C. LOSS PAYMENT

The provisions for Loss Payment set forth in this policy shall apply to the coverage for your newly acquired yacht or dinghy.

D. AMOUNT OF INSURANCE

The most we will pay under SECTION THREE: YACHT, AUXILIARY EQUIPMENT AND DINGHY COVERAGE, for your newly acquired yacht or dinghy is the purchase price you paid.

The most we will pay under SECTIONS FOUR through NINE of this policy for your newly acquired yacht or dinghy is the Amount of Insurance / Limit of Liability as shown in the declarations.

E. DEDUCTIBLE

The deductible amount under SECTION THREE: YACHT, AUXILIARY EQUIPMENT AND DINGHY COVERAGE, for your newly acquired yacht or dinghy shall be 2% of the purchase price you paid. The deductible amounts as shown in the declarations for SECTIONS FOUR through NINE of this policy, if any, shall apply to your newly acquired yacht or dinghy.



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SECTION TWELVE: DUTIES AFTER A LOSS OR OCCURRENCE

This SECTION applies to all coverages provided under this **policy**. Failure to comply with any of these duties may result in no coverage under this **policy**.

A. GENERAL DUTY

In the event of any loss, every insured must assist and cooperate with us in the investigation, settlement or defense of any claim or suit. In addition, every insured must take all lawful, reasonable steps, including making any necessary temporary repairs, to protect the property from further damage.

B. NOTICE OF LOSS

- You must immediately give notice of any loss, injury, damage, expense or occurrence that may give rise to a claim, suit or demand to which this insurance may apply, to either our authorized representative or us. If the loss is by theft or vandalism, you must also notify the United States Coast Guard or other law enforcement agency having jurisdiction.
- 2. We must be advised of the following:
 - (a) the listed name of the insured;
 - (b) your policy number;
 - (c) all details of the loss, injury, damage, expense or occurrence including suits or demands;
 - (d) where and how the event occurred; and
 - (e) the names and addresses of any witnesses.
- 3. If you do not provide notice to us as required by this SECTION, any claim for such loss under this **policy** will be void.

C. ASSISTANCE IN LOSS SETTLEMENT

- 1. Every insured must assist us in:
 - (a) settling all claims;
 - (b) enforcing our right when others may be liable; and
 - (c) furnishing and submitting medical records and reports and independent physical examinations.
- 2. At our request, every insured must:
 - (a) attend hearings and trials;

- (b) secure and give evidence;
- (c) provide information, documents, and allow us access to your yacht or dinghy for inspection and testing; and
- (d) make every effort to obtain attendance of witnesses.

3. Every insured must:

- (a) tell us the names and addresses of all claimants and witnesses, and
- (b) immediately send us all notices or legal papers relating to the loss.
- 4. Any claimants for benefits under SECTION SEVEN: MEDICAL PAYMENTS COV-ERAGE must furnish any medical reports and records and submit to independent physical examinations at our expense and request.

D. CONTRACTUAL LIABILITY

Unless we consent in writing, we will not provide coverage if any insured:

- (a) assumes any liability;
- (b) incurs any expense for which we may not be liable; or
- (c) impairs our right to recover claims against others.

E. CLAIMS AGAINST OTHERS

If we believe a claim may be recovered from others, we may pay you and assume your rights to such recoveries.

1. All insured(s) agree:

- (a) not to waive, after loss, any rights you may have against others; and
- (b) to assist us in all ways possible to recover amounts paid under this policy.
- 2. We may at our own expense:
 - (a) take over your rights to the extent of our payment; and
 - (b) retain or collect all proceeds paid or due.

F. EXAMINATION UNDER OATH

1. Every insured must:

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- (a) Submit to questioning under oath while not in the presence of any other insured as often as we may reasonably require;
 and
- (b) Assist us in securing testimony from others
- Every claimant seeking benefits under SEC-TION SEVEN: MEDICAL PAYMENTS COVERAGE must;
 - (a) Submit to questioning under oath while not in the presence of any other insured as often as we may reasonably require;
 and
 - (b) Assist us in securing testimony from others.

G. PROOF OF LOSS

- Every insured must send us, within 60 days after we ask, a fully completed sworn proof of loss in the form we provide or approve.
- Every claimant seeking benefits under SEC-TION SEVEN: MEDICAL PAYMENTS COVERAGE must send us, within 60 days after we ask, a fully completed sworn proof of loss in the form we provide or approve.

H. SUPPORT OF CLAIM

You must support any claim by:

- (1) ALLOWING US TO INSPECT AND/OR TEST THE YACHT OR DINGHY AND DAMAGED PROPERTY BEFORE THE YACHT OR DINGHY OR ANY DAMAGED PROPERTY IS DISASSEMBLED, REPAIRED, DISPOSED OF OR DESTROYED. YOU MUST COOPERATE WITH US IN OUR INSPECTION AND NOT TAKE ANY ACTION THAT WILL HINDER IN ANY WAY OUR RIGHT OF INSPECTION AND TESTING.
- (2) Producing records to verify the claim and its amount.
- (3) Permitting copies of records to be made.
- (4) In addition, every **insured** must cooperate with us in all aspects of settling any covered loss.
- (5) Every claimant seeking benefits under SEC-TION SEVEN: MEDICAL PAYMENTS COVERAGE must cooperate with us in all aspects of settling any covered loss.

I. SUBMISSION OF CLAIM

We will not pay for any claim presented after one year from the date the loss or damage occurred.

SECTION THIRTEEN: LOSS SETTLEMENT CONDITIONS

Unless otherwise stated, this SECTION applies to all coverages provided under this policy.

A. LOSS SETTLEMENT

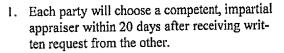
We will pay any covered loss under this **policy** to the named insured and any loss payee, as shown in the **declarations** page, within 30 days after:

- a. reaching an agreement with you;
- b. receiving a signed sworn proof of loss statement or masters protest, receiving a release of liability; or
- c. the entry of a final judgment.

B. APPRAISAL

With respect to all claims under SECTION
THREE: YACHT, AUXILIARY EQUIPMENT
AND DINGHY COVERAGE, if you and we fail to
agree on the amount of loss, we may demand an appraisal of loss subject to the following conditions:

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- 2. The appraisers will appoint a competent, impartial umpire. If they cannot agree on an umpire within 15 days, you or we may ask a court in the state and county within the United States of your residence or our principal place of business to appoint an umpire.
- If the two appraisers cannot agree on the amount of the loss, they will ask the umpire for a decision.
- 4. The written agreement of any two will determine the amount to be paid.
- Both you and we will each pay any costs of the appraisers each has selected, plus share any expenses or costs of the umpire and court equally.



FILED 6/11/2019

Justin F. Roeburg ase 1:19-cv-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.174 Page 64 of 107

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C. LOSS PAYEE

If a loss payee is named in this policy, any covered loss payable will be paid to the loss payee and you, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order or precedence of the loss payees. We will not cover the interests of the loss payee if the loss results directly or in-directly, in whole or in part, from breach of any of the warranties or conditions of the policy, or the fraudulent, intentional or illegal acts or omissions on the part of any insured or is otherwise excluded or limited by the terms of this policy.

D. RESERVATION OF RIGHTS

When we investigate, compromise, or pay any claim, it will not be construed to admit liability either by you or us.

E. ABANDONMENT OF PROPERTY

We are not obligated to accept, nor are we liable for, any property abandoned by any **insured**. This applies regardless of any steps you or we take to protect damaged property.

F. RIGHT TO SALVAGE

If we pay a total loss or a constructive total loss of your yacht, we may, but are not obligated to, take possession of the remains or its proceeds. If we take possession of the yacht, you agree to transfer title of that property to us or any person or party designated by us.

G. SUIT AGAINST US

No legal action may be brought against us unless there has been full compliance with all **policy** provisions. In addition:

- with respect to any claim or loss to your yacht or dingby, any suit against us must commence within one year of the date of loss or damage;
- with respect to any other claim or loss, no suit may be brought against us until the amount of the insured's obligation to pay has been determined by final judgments after trial or by written agreement signed by you, us and the claimant. Any such legal action against us must commence within one year of the date of judgment or written agreement;
- 3. no one has any right to join us as a party to any action against an insured person;
- if any time limitations of this policy are prohibited or invalid under the law, then legal action against us must commence within the shortest limitation of time permitted by such law.
- When you are entitled to limit your liability, our liability for any damages or claims resulting from any one covered loss or occurrence will not exceed the amount of such limitation.

H. SUPPLEMENTARY PAYMENTS

We will reimburse any **insured** up to \$100 a day for loss of earnings because of attendance at hearings or trials at our request.

This policy is signed for the company which is the insurer under this policy.

Wendy C. Skjerven Senior Vice President and

Corporate Secretary

Wendy C. Shi

Michael Klein President

Personal Insurance

IN WITNESS WHEREOF, the Company has executed and attested these presents.

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44101 (01-09)

Justin F. Roebuck 21:19-cv-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.175 Page 65 of 107 20th Circuit Court C

601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44126 (11-99)

TRAVELERS YACHT POLICY

NAVIGATIONAL WARRANTY ENDORSEMENT

SPECIAL TRIP #44142 ADDITIONAL DETAILS

TRIP COVERAGE IS PROVIDED FOR NAVIGATION IN COASTAL WATERS OF FLORIDA AND BAHAMAS FROM 11/09/2017 TO 04/01/2018. TRIP COVERAGE ALSO PROVIDED FOR ONE WAY DELIVERY TRIP LEAVING FT LAUDERDALE, FL ON OR ABOUT 04/01/2018 VIA ATLANTIC WATERS TO NEW YORK, THEN VIA HUDSON RIVER AND ERIE CANAL, LAKE ONTARIO, LAKE HURON AND LAKE MICHIGAN TO GRAND HAVEN, MI. DEDUCTIBLE DURING TRIP IS 1%.

All other conditions of this policy apply.



FILED 6/11/2019

Justin F. Roebuck

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601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44126 (11-99)

TRAVELERS YACHT POLICY

NAVIGATIONAL WARRANTY ENDORSEMENT (Continued)

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601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44130 (11-99)

TRAVELERS YACHT POLICY

SPECIAL AMENDATORY ENDORSEMENT

ADMIRAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that the coverage provided under this policy is amended as follows:

PERSONAL PROPERTY COVERAGE The Amount of Insurance for SECTION FOUR: PERSONAL PROPERTY COVERAGE, as The Amount of Insurance for SECTION FOUR: PERSONAL PROPERTY COVERAGE, as shown in the declarations, is increased by an additional \$75,000, for any one occurrence. A \$250 deductible shall apply to all claims.

A sub-limit of \$25,000 shall apply to the personal property of a paid captain or paid crew member covered under this policy.

A sub-limit of \$25,000 shall also apply to personal computer equipment, hardware or software that is not used exclusively aboard and for the service of your vacht. of your yacht. The sub-limits indicated in 1. and 2. above do not increase the Amount of Insurance for Personal Property Coverage.

COMMERCIAL TOWING AND ASSISTANCE COVERAGE The Amount of Insurance for SECTION FIVE: COMMERCIAL TOWING AND ASSISTANCE COVERAGE, as shown in the declarations, is increased to \$25,000 for any one occurrence.

PROTECTION AND INDEMNITY COVERAGE The Amount of Insurance for SECTION SIX: PROTECTION AND INDEMNITY COVERAGE is amended as follows: amended as follows:
D. AMOUNT OF INSURANCE
Sub-limit for Bodily Injury to a Paid Captain or Paid Crew Member Paragraph
D.1.(b) is deleted and replaced with the following:
(b) This sub-limit does not apply to any paid captain or paid crew member
employed for less than 30 days total during the policy term.
Sub-limit for Accident Fuel Spill is amended to add the following:
OIL POLLUTION ACT OF 1990 (OPA) COVERAGE
If the OPA statutory limit is increased in the future, the policy will
automatically increase the Accidental Fuel Spill limit to match the new
higher limit as long as the Protection and Indemnity limit is higher than the higher limit as long as the Protection and Indemnity limit is higher than the OPA amount.

MEDICAL PAYMENTS COVERAGE The Amount of Insurance for SECTION SEVEN: MEDICAL PAYMENTS COVERAGE, as shown in the declarations, is increased to \$75,000 for any one occurrence.

ELECTRONIC NAVIGATION AND COMMUNICATION EQUIPMENT SPECIAL DEDUCTIBLE In the event of a loss or damage resulting from a covered peril involving only the electronic navigation and communication equipment installed on your yacht, no deductible shall apply. Electronic navigation and communication equipment means equipment that is normally required on board your yacht for its normal operation and use including ship-to-shore radios, depth sounders, GPS, loran, radar and similar



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601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44130 (11-99)

TRAVELERS YACHT POLICY

SPECIAL AMENDATORY ENDORSEMENT (Continued)

navigation and communication systems. It also includes electronic entertainment equipment that is permanently installed and normally used on board your yacht including, but not limited to, televisions, stereo systems and personal computers.

HURRICANE/TSUNAMI HAUL OUT EXPENSE REIMBURSEMENT COVERAGE
If a storm or tsunami watch or warning is issued for the area where your
yacht is located, we will cover 50% of the reasonable costs which you incur to protect your yacht from loss or damage caused by tidal surge or hurricane force winds.

This coverage provides: 1. Having your yacht professionally hauled out of the water at the time the hurricane watch or warning is issued for your mooring area by the National Weather Service and the resulting costs of having your yacht launched after

Weather Service and the resulting costs of having year years the watch or warning has ended; or 2. Hiring a qualified, unrelated individual to navigate your yacht to a safe harbor as a result of the hurricane watch or warning.

The most we will pay for any one occurrence is \$4,000 but subject to a maximum of \$8,000 aggregate total in any one policy period. The policy deductible does not apply to this coverage.

The following DEFINITIONS are added:

Storm manua: a Tropical Depression, Tropical Storm or Hurricane watch or

Storm means: a Tropical Depression, Tropical Storm or Hurricane watch or warning designated by the National Weather Service. Tsunami means: a tsunami watch or warning designated by the National Weather Service.

TEMPORARY LODGING COVERAGE If your yacht suffers a covered loss which prevents you from lodging aboard your yacht, we will reimburse you for the cost of lodging while your yacht is undergoing repairs. The most we will pay is \$500 per night subject to a maximum of 5 nights for any one occurrence.

CORAL REEF COVERAGE If you are legally obligated to pay for damage your yacht or dinghy causes to reefs or natural barriers, we will provide coverage up to a limit of \$50,000 for any one occurrence.

DEFINITION OF INSURED It is agreed that the definition of insured is amended to include a paid captain or paid crew member while acting in their capacity as paid captain or paid crew member of your yacht or dinghy.

All other conditions of this policy apply.

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601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44108 (09-08)

TRAVELERS YACHT POLICY

PAID CREW ENDORSEMENT

Number of Paid Crew 01

In consideration of the premium charged, you warrant that there shall not be more than the number of paid crew members indicated above employed aboard your yacht or dinghy at any one time. A paid crew member is any person employed by the insured as either a licensed paid captain or paid crew member. In the event additional paid crew are to be employed, coverage applies only if the insured has notified us or our authorized representative of the additional paid crew member(s) and pays any additional premium as determined by us.

DEFINITION OF "INSURED"

It is agreed that the definition of insured is amended to include a paid captain or paid crew member while acting in their capacity as paid captain or paid crew member of your yacht or dinghy.

We will defend the paid captain and paid crew member as co-defendants with the insured if necessary, for any suit brought against the named insured and/or paid captain and/or paid crew member for liability arising out of the operation of the insured vessel.

EXCLUSION

Exclusion B.2. in SECTION SIX: PROTECTION AND INDEMNITY COVERAGE is deleted and replaced with the following:

B.2. Bodily injury to your spouse or any insured, other than a paid captain or paid crew member as covered under this policy.

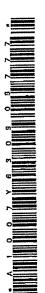
LIMIT OF LIABILITY

The most we will pay for any one occurrence involving injury or death to an employed paid captain or paid crew member is the Limit of Liability for SECTION SIX: PROTECTION AND INDEMNITY COVERAGE as shown in the declarations. This coverage is included as part of the PROTECTION AND INDEMNITY COVERAGE but does not increase the total limit of liability for any one occurrence covered by this policy.

MINIMUM EARNED PREMIUM

In the event of cancellation, the premium charged for this endorsement is considered fully earned.

All other terms and conditions of this policy remain unchanged.



FILED 6/11/2019

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601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44116 (09-08)

TRAVELERS YACHT POLICY

ADDITIONAL INSURED ENDORSEMENT

It is agreed that the Additional Insured listed below is added under this policy, but only as their interest may appear in your yacht or dinghy as shown in the declarations and only for the liability arising out of the negligence of the insured.

We do not surrender any of our rights of subrogation under this policy.

All other terms and conditions of this **policy** remain unchanged.

GRAND ISLE MARINA

1 GRAND ISLE DR GRAND HAVEN

MI 49417

stin F. Roebuck 20th Circuit Court ase 1:19-cv-00458 ECF No. 1-3 filed 06/13/19 PageID.181 Page 71 of 107

601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44142 (09-08)

TRAVELERS YACHT POLICY

SPECIAL TRIP ENDORSEMENT

In consideration of an additional premium of \$1,961.00

Departing From: FT LAUDERDALE FL

Departure Date: 11/09/2017

En Route To: FLORIDA/BAHAMAS/MICHIGAN

Trip Description:

TRIP COVERAGE IS PROVIDED FOR NAVIGATION IN COASTAL WATERS O F FLORIDA AND BAHAMAS FROM 11/09/17 TO 04/01/18. SEE ADDITI ONAL TRIP DETAILS ON ENDORSEMENT #44126.

Returning to your yacht's normal Navigational Territory as shown in the Declarations no later than 04/01/2018 On the above date, the coverage provided by this extension will cease.

\$19,600 The deductible applicable to this extension of coverage will be

In the event of cancellation, the premium charged for this endorsement is considered fully earned.

All other terms and conditions of this policy remain unchanged.



FILED 6/11/2019 Justin F. Roebuck 20th Circuit Court ase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.182 Page 72 of 107 20th Circuit Court ase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.68 Page 48 of 74

601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44155 (09-08)

TRAVELERS YACHT POLICY

MECHANICAL BREAKDOWN COVERAGE

SECTION THREE: YACHT, AUXILIARY EQUIPMENT AND DINGHY COVERAGE

It is understood and agreed that under D. EXCLUSIONS:

Exclusion 13. Mechanical breakdown is deleted.

All other terms and conditions of this policy remain unchanged.

FILED 6/11/2019

Justin F. Roebuck as 1:19-cv-00458 ECF No. 7-1 filed 06/13/19 PageID.183 Page 73 of 107 20th Circuit Court as 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.69 Page 49 of 74



A J GALLAGHER RMS 3455 E PARIS SE GRAND RAPIDS, MI 49512 00020

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE MI 49456-9662

Dear Customer:

Enclosed is your declaration page and related documents. If you have any questions regarding any of them, please contact your Company representative.

TRAVELERS BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company: THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number 6601695439 8401 11-09-17
Not valid more than one year from Effective Date.

Year 2017

Manufacturer SUNSEEKER

Model

Hull Identification Number (HIN) XSK06701C617

MANHATTAN

A J GALLAGHER RMS 3455 E PARIS SE GRAND RAPIDS MI 49512 Agent

Insured
BRETT & PAULA LEMMEN FAMILY TRUST
19045 ELIZABETH CT
SPRING LAKE MI 49456 9662

See Important Notice On Reverse Side PL-12129 12-04

TRAVELERS BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company. THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number Effective Date 0601695439 8401 11-09-17 Not valid more than one year from Effective Date.

Manufacturer SUNSEEKER Year 2017 Model

MANHATTAN

Hull Identification Number (HIN) XSX06701C617

A.J. GALLAGHER RMS 3455 E PARIS SE GRAND RAPIDS MI 49512 Agent

Insured
BRETT & PAULA LEMMEN FAMILY TRUST
19045 KLIZABETH CT
SPRING LAKE MI 49456 9662

See Important Notice On Reverse Side

PL-12129 12-04

FILED 6/11/2019

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IN CASE OF AN ACCIDENT

- * Call Travelers immediately1-800-772-4482 toll free, 24 hours a day.
- Only discuss the accident with proper authorities or Travelers representatives.

For Claims, Immediately call: 800-772-4482

FRAUD HOTLINE: 800-6-FRAUD-0 FOR POLICY SERVICE CALL (616) 975-3500

Travelers, One Tower Square, Harfford, CT 06183

IN CASE OF AN ACCIDENT

- Call Travelers immediately
 1~800-772-4482 toll free, 24 hours a day.
 Only discuss the accident with proper authorities or Travelers representatives.
- For Claims, Immediately call: 800-772-4482

FRAUD HOTLINE: 800-6-FRAUD-0

FOR POLICY SERVICE CALL (616) 975-3500

Travelers, One Tower Square, Hartford, CT 06183

FILED 6/11/2019 Justin F. Roebuck -00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.186 Page 76 of 107

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TRAVELERS

TRAVELERS YACHT POLICY

Change Effective Date 11-09-17 The Standard Fire Insurance Company One of The Travelers Property Casualty Companies One Tower Square, Hartford, CT 06183

Named Insured

Your Agent's Name and Address

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT

A J GALLAGHER RMS 3455 E PARIS SE

SPRING LAKE, MI 49456-9662

GRAND RAPIDS, MI 49512

Your Policy Number:

601695439 840 1

For Policy Service Call:

(616) 975-3500

Transaction Premium: **Total Policy Premium:**

No Change \$7,478.00 For Claim Service Call:

1-800-772-4482 For Billing Questions Call: 1-800-550-7716

Policy Period

Yacht Description

From: 11-09-17 To: 11-09-18 12:01 A.M.

Transaction Type

Policy Change

Standard Time at the Residence Premises

Transaction Number

2

Reason For Change: Change to Special Trip Endorsement

Yacht Description # Year Length Manufacturer 1 2017 65' SUNSEEKER	Model MANHATTAN	HP Hull ID 2400 XSK06701C617	
Coverages Am	ount of Insurance/ Limit of Liability	Deductible	Premium
Section Three Yacht, Auxiliary Equipment	\$ 1,960,000	\$ 19,600 \$	4,901.00
and Dinghy Coverage Dinghy	Included if 16 feet or under and 50 hp or less	\$ 250	Included
Section Four Personal Property	\$ 5,000	\$ 250	Included
Section Five Commercial Towing and Assistance	\$ 1,500	None	Included
Section Six Protection and Indemnity Accidental Fuel Spill Coverage	\$ 1,000,000 Per Policy Language	None \$ None	501.00 Included
Section Seven Medical Payments	s 10,000	None	Included
Section Eight Uninsured Boater	\$ 1,000,000	None	Included
Section Nine Longshoremen's & Harbor Workers' Compensation	Statutory Limits	None	Included

FILED 6/11/2019

Justin F. Roebuck 110 m 100450, FCF No. 7-1 filed 06/13/19 PageID 73, Page 77 of 107

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Policy/E 44101 44108 44116 44126 44130 44142 44155	(01-09) Travelers Yacht Policy Jacket (09-08) Paid Crew Endorsement (09-08) Additional Insured Endorsement (11-99) Navigational Warranty Endorsement (11-99) Special Amendatory Endorsement (09-08) Special Trip Endorsement (09-08) Mechanical Breakdown Coverage	\$ 115.00 Included Included Included 1,961.00 Included
<u></u>	Yacht Total Premium	\$ 7,478.00

Navigational Information

Navigational Territory: It is hereby warranted that the Insured Yacht shall be confined to the waters indicated below.

Great Lakes and tributaries, including the St. Lawrence River and tributaries south of Quebec City, Canada, and the inland lakes, rivers and non-tidal waters of the 48 contiguous United States and Canada not north of 52 degrees north latitude.

Lay Up Period

It is hereby warranted that the insured boat shall be laid up and out of commission from 11-01 through 04-01.

Additional Insured #1

GRAND ISLE MARINA 1 GRAND ISLE DR GRAND HAVEN, MI 49417

Bill Method Installment Payments Billed to Insured

For Your Information

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

FILED 6/11/2019

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TRAVELERS YACHT POLICY TRAVELERS J

Name Insured: BRETT & PAULA LEMMEN FAMILY TRUST

Policy Number: 601695439 840 1

Policy Period: 11-09-17 To: 11-09-18

Effective Date: 11-09-17

Yacht Number: 01

For Your Information (continued)

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6016954398401 and product code BY1 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

The Insurance Score we used to determine your premiums is 0767.

If you have any questions regarding your Insurance Score, please contact the Insurance Score Resource Center at 1-800-550-7717.

This is not a bill. You will be billed separately for this transaction.

Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your agent or representative.

This Declaration and any endorsements attached are to be inserted in and form part of your policy. If a change effective date appears at the top of the Declarations, then this Declaration replaces any previous Declarations on that date.

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by policy number 601695439 840 1 issued by The Standard Fire Insurance Company.

FILED 6/11/2019 Justin F. Roebuck 20th Circuit Court ase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.75 Page 55 of 74

601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44142 (09-08)

TRAVELERS YACHT POLICY

SPECIAL TRIP ENDORSEMENT

In consideration of an additional premium of \$1,961.00

Departing From: FT LAUDERDALE FL

Departure Date: 11/09/2017

En Route To: FLORIDA/BAHAMAS/MICHIGAN

Trip Description:

TRIP COVERAGE IS PROVIDED FOR NAVIGATION IN COASTAL WATERS O

F FLORIDA AND BAHAMAS FROM 11/09/17 TO 05/01/18. SEE ADDITI

ONAL TRIP DETAILS ON ENDORSEMENT #44126.

Returning to your yacht's normal Navigational Territory as shown in the Declarations no later than 05/01/2018 On the above date, the coverage provided by this extension will cease.

The deductible applicable to this extension of coverage will be \$19,600

In the event of cancellation, the premium charged for this endorsement is considered fully earned.

All other terms and conditions of this policy remain unchanged.

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FILED 6/11/2019

Justin F. Roebuck

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A J GALLAGHER RMS 3940 PENINSULAR DR SE STE 100 GRAND RAPIDS, MI 49546 00055

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE MI 49456-9662

Dear Customer:

Enclosed is your declaration page and related documents. If you have any questions regarding any of them, please contact your Company representative.

TRAVELERS BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company: THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number
6601695439 8401
Not valid more than one year from Effective Date. **Effective Date**

Manufacturer SUNSEEKER Year 2017

Hull Identification Number (HIN) XSX06701C617

MANHATTAN Model

Agent

STE 100 A J GALLAGHER RMS 3940 PENINSULAR DR SE GRAND RAPIDS MI 49546 nsured BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE MI 49456 9662 See Important Notice On Reverse Side PL-12129 12-04

TRAVELERS BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company: THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number Effective Date 0601695439 8401 11-09-17 Not valid more than one year from Effective Date.

Manufacturer SUNSEEKER Year 2017

Hull Identification Number (HIN) XSK06701C617 Model MANHATTAN

Agent

100 STE A⁻J GALLAGHER RMS 3940 PENINSULAR DR SK GRAND RAPIDS MI 49546 See Important Notice On Reverse Side

PL-12129 12-04

BREIT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE MI 49456 9662

FILED 6/11/2019 Justin F. Roebuck Script Count as 1:19-cv-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.192 Page 82 of 107 20th Circuit Count as 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.78 Page 58 of 74

TRAVELERS

TRAVELERS YACHT POLICY

05-09-18 Change Effective Date

The Standard Fire Insurance Company One of The Travelers Property Casualty Companies One Tower Square, Hartford, CT 06183

Named Insured

Your Agent's Name and Address

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT

A J GALLAGHER RMS 3940 PENINSULAR DR SE STE 100

GRAND RAPIDS, MI 49546

SPRING LAKE, MI 49456-9662

Your Policy Number: 601695439 840 1 Transaction Premium:

No Change

For Policy Service Call: For Claim Service Call:

(616) 975-3500 1-800-772-4482

Total Policy Premium:

\$7,478.00

For Billing Questions Call: 1-800-550-7716

Policy Period

Yacht Description

From: 11-09-17 To: 11-09-18 12:01 A.M.

Transaction Type

Policy Change

Standard Time at the Residence Premises

Transaction Number

3

Reason For Change: Change to Special Trip Endorsement

# Year 1 2017		Manufacturer SUNSEEKER	Model MANHA	TAN	HP F 2400	full ID) XSK0670:	LC617	
Cove	rages	Am	ount of Ins Limit of Li	surance/ lability	Dec	luctible		Premium
	cht, Auxi	lliary Equipment	\$ 1 ,	,960,000	\$	19,600	\$	4,901.00
	and Dingl nghy	ny Coverage	Included feet or v and 50 hp		\$	250		Included
Section	Four rsonal Pi	roperty	\$	5,000	\$	250		Included
Section Co	Five mmercial and Ass:		\$	1,500		None		Included
Ac	otection	and Indemnity Fuel Spill		,000,000 cy Language		None None	\$	501.00 Included
Section Me	Seven dical Pay	yments	\$	10,000		None		Included
Section Un	Eight insured	Boater	\$ 1	,000,000		None		Included
Section	ngshorem	en's & Harbor Compensation	Statutor	y Limits		None		Included

FILED 6/11/2019

Justin F. Roebirckv-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.193 Page 83 of 107

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TRAVELERS YACHT POLICY TRAVELERS

Name Insured: BRETT & PAULA LEMMEN FAMILY TRUST

Policy Number: 601695439 840 1

Policy Period: 11-09-17 To: 11-09-18

Effective Date: 05-09-18

Yacht Number: 01

For Your Information (continued)

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6016954398401 and product code BY1 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

The Insurance Score we used to determine your premiums is 0767.

If you have any questions regarding your Insurance Score, please contact the Insurance Score Resource Center at 1-800-550-7717.

This is not a bill. You will be billed separately for this transaction.

Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your agent or representative.

This Declaration and any endorsements attached are to be inserted in and form part of your policy. If a change effective date appears at the top of the Declarations, then this Declaration replaces any previous Declarations on that date.

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by policy number 601695439 840 1 issued by The Standard Fire Insurance Company.

FILED 6/11/2019

Justin F. Roebuck

20th Circuit Court as 1:19-cv-00458 ECF No. 1-3 filed 06/13/19 PageID.194 Page 84 of 107

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601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44142 (09-08)

TRAVELERS YACHT POLICY

SPECIAL TRIP ENDORSEMENT

In consideration of an additional premium of \$1,961.00

Departing From: FT LAUDERDALE FL

Departure Date: 11/09/2017

En Route To: FLORIDA/BAHAMAS/MICHIGAN

Trip Description:

TRIP COVERAGE IS PROVIDED FOR NAVIGATION IN COASTAL WATERS O F FLORIDA AND BAHAMAS FROM 11/09/17 TO 05/01/18. SEE ADDITI

ONAL TRIP DETAILS ON ENDORSEMENT #44126.

Returning to your yacht's normal Navigational Territory as shown in the Declarations no later than 06/01/2018 On the above date, the coverage provided by this extension will cease.

The deductible applicable to this extension of coverage will be \$19,600

In the event of cancellation, the premium charged for this endorsement is considered fully earned.

All other terms and conditions of this policy remain unchanged.

FILED 6/11/2019

Justin F. Roebuck

1:19-cv-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.195 Page 85 of 107

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A J GALLAGHER RMS 3940 PENINSULAR DR SE STE 100 GRAND RAPIDS, MI 49546 00045

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE MI 49456-9662

Dear Customer:

Enclosed is your declaration page and related documents. If you have any questions regarding any of them, please contact your Company representative.

TRAVELERS BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company: THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number 6601695439 8401 11-09-17 Not valid more than one year from Effective Date.

Manufacturer SUNSEEKER

Year 2017 Model

Hull Identification Number (HIN) XSX06701C617 MANHATTAN

Agent

3940 PENINGULAR DR SE STE 100 GRAND RAPIDS MI 49546 A J GALLAGHER RMS

INSURED
BRETT & PAULA LEMMEN FAMILY TRUST
19045 ELIZABETH CT
SPRING LAKE MI 49456 9662

See Important Notice On Reverse Side PL-12129 12-04

TRAVELERS BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company: THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number Effective Date 0601695439 8401 11-09-17 Not valid more than one year from Effective Date.

Manufacturer SUNSEEKER Year 2017

Hull Identification Number (HIN) XSX06701C617 MANHATTAN Model

A J GALLAGHER RMS 3940 PENINSULAR DR SE GRAND RAPIDS MI 49546 Agent

Insured
BREIT & PAULA LEMMEN FAMILY TRUST
19045 ELIZABETH CT
SPRING LAKE MI 49456 9662

See Important Notice On Reverse Side

PL-12129 12-04

FILED 6/11/2019

Justin F. Roeburck School 1:19-cv-00458 ECF No. 7-1 filed 06/13/19 PageID.197 Page 87 of 107 20th Circuit Court Case 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.83 Page 63 of 74

IN CASE OF AN ACCIDENT

- 1-800-772-4482 toll free, 24 hours a day. Call Travelers immediately
- Only discuss the accident with proper authorities or Travelers representatives.

Travelers, One Tower Square, Hartford, CT 06183

FOR POLICY SERVICE CALL (616) 975-3500

FRAUD HOTLINE: 800-6-FRAUD-0

Immediately call: For Claims,

800-772-4482

IN CASE OF AN ACCIDENT

- Only discuss the accident with proper authorities or Travelers representatives. 1-800-772-4482 toll free, 24 hours a day. Call Travelers immediately
- Immediately call: 800-772-4482 For Claims,

FRAUD HOTLINE: 800-6-FRAUD-0

FOR POLICY SERVICE CALL (616) 975-3500

Travelers, One Tower Square, Hartford, CT 06183

FILED 6/11/2019 Justin F. Roebuck -00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.198 Page 88 of 107

Se 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.84 Page 64 of 74

TRAVELERS

TRAVELERS YACHT POLICY

Change Effective Date 05-09-18 The Standard Fire Insurance Company One of The Travelers Property Casualty Companies One Tower Square, Hartford, CT 06183

Named Insured

Your Agent's Name and Address

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE, MI 49456-9662

A J GALLAGHER RMS 3940 PENINSULAR DR SE STE 100

GRAND RAPIDS, MI 49546

Your Policy Number: Transaction Premium:

601695439 840 1 No Change

For Policy Service Call: For Claim Service Call:

(616) 975-3500 1-800-772-4482

Total Policy Premium:

\$5,517.00

For Billing Questions Call: 1-800-550-7716

Policy Period

From: 11-09-17 To: 11-09-18 12:01 A.M. Standard Time at the Residence Premises Transaction Type **Transaction Number** Policy Change

4

Reason For Change: Deleted Special Trip Endorsement Deleted Navigational Warranty

Yacht Description Year Length 65' 2017

Manufacturer SUNSEEKER

Model MANHATTAN HP Hull ID 2400 XSK06701C617

Deductible Premium Coverages Amount of Insurance/ Limit of Liability Section Three 4,901.00 19,600 ŝ Yacht, Auxiliary Equipment \$ 1,960,000 and Dinghy Coverage Included 250 \$ Included if 16 Dinghy feet or under and 50 hp or less **Section Four** Included 250 \$ 5,000 Personal Property Section Five Included 1,500 None Commercial Towing and Assistance Section Six 501.00 None Protection and Indemnity \$ 1,000,000 Included None Per Policy Language Accidental Fuel Spill Coverage **Section Seven** Included None 10,000 Medical Payments Section Eight Included \$ 1,000,000 None Uninsured Boater Section Nine Included None

Longshoremen's & Harbor Workers Compensation Statutory Limits

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Policy/E	ndorsemen	ts	
44101 44108 44116 44130 44155	(09-08) (09-08) (11-99)	Travelers Yacht Policy Jacket Paid Crew Endorsement Additional Insured Endorsement Special Amendatory Endorsement Mechanical Breakdown Coverage	\$ 115.00 Included Included Included
		Vacht Total Premium	\$ 5,517.00

Navigational Information

Navigational Territory: It is hereby warranted that the Insured Yacht shall be confined to the waters indicated below.

Great Lakes and tributaries, including the St. Lawrence River and tributaries south of Quebec City, Canada, and the inland lakes, rivers and non-tidal waters of the 48 contiguous United States and Canada not north of 52 degrees north latitude.

Lay Up Period

It is hereby warranted that the insured boat shall be laid up and out of commission from 11-01 through 04-01.

Additional Insured #1

GRAND ISLE MARINA 1 GRAND ISLE DR GRAND HAVEN, MI 49417

Bill Method Installment Payments Billed to Insured

For Your Information

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

FILED 6/11/2019

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20th Circuit Courcase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.86 Page 66 of 74

TRAVELERS YACHT POLICY TRAVELERS J

Name Insured: BRETT & PAULA LEMMEN FAMILY TRUST

Policy Number: 601695439 840 1

Policy Period: 11-09-17 To: 11-09-18

Effective Date: 05-09-18

Yacht Number: 01

For Your Information (continued)

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6016954398401 and product code BY1 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

The Insurance Score we used to determine your premiums is 0767.

If you have any questions regarding your Insurance Score, please contact the Insurance Score Resource Center at 1-800-550-7717.

This is not a bill. You will be billed separately for this transaction.

Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your agent or representative.

This Declaration and any endorsements attached are to be inserted in and form part of your policy. If a change effective date appears at the top of the Declarations, then this Declaration replaces any previous Declarations on that date.

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by policy number 601695439 840 1 issued by The Standard Fire Insurance Company.

FILED 6/11/2019

Justin F. Roebuck

20th Circuit Court Case 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.201 Page 91 of 107

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A J GALLAGHER RMS 3940 PENINSULAR DR SE STE 100 GRAND RAPIDS, MI 49546 00046

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT SPRING LAKE MI 49456-9662

Dear Customer:

Enclosed is your declaration page and related documents. If you have any questions regarding any of them, please contact your Company representative.

TRAVELERS BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company: THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number 6601695439 8401 11-09-17 Not valid more than one year from Effective Date.

Manufacturer SUNSEEKER

Model MANHATTAN

Hull Identification Number (HIN) XSX06701C617

STE 100 A J GALLAGHER RMS 3940 PENINSULAR DR SE GRAND RAPIDS MI 49546

Agent

Insured
BRETT & PAULA LEMMEN FAMILY TRUST
19045 ELIZABETH CT
SPRING LAKE MI 49456 9662

See Important Notice On Reverse Side PL-12129 12-04

TRAVELERS BOAT/YACHT INSURANCE IDENTIFICATION CARD

Company: THE STANDARD FIRE INSURANCE COMPANY

Summer Mooring Location State: MI

Policy Number 6601695439 8401 11-09-17 Not valid more than one year from Effective Date.

Manufacturer SUNSEEKER Year 2017

Hull Identification Number (HIN) XSK06701C617 MANHATTAN Model

A J GALLAGHER RMS 3940 PENINSULAR DR SE GRAND RAPIDS MI 49546 Agent

STE 100

Insured
BREIT & PAULA LEMMEN FAMILY TRUST
19045 ELIZABETH CT
SPRING LAKE MI 49456 9662

See Important Notice On Reverse Side

PL-12129 12-04

FILED 6/11/2019

Justin F. Roeburck Scr. 1:19-cv-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.203 Page 93 of 107

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IN CASE OF AN ACCIDENT

- Call Travelers immediately
- Only discuss the accident with proper authorities or Travelers representatives. 1-800-772-4482 toll free, 24 hours a day.

FOR POLICY SERVICE CALL (616) 975-3500

FRAUD HOTLINE: 800-6-FRAUD-0

Immediately call: For Claims,

800-772-4482

Travelers, One Tower Square, Hartford, CT 06183

IN CASE OF AN ACCIDENT

- Only discuss the accident with proper authorities or Travelers representatives. 1-800-772-4482 toll free, 24 hours a day. Call Travelers immediately
- Immediately call: 800-772-4482 For Claims,

FRAUD HOTLINE: 800-6-FRAUD-0

FOR POLICY SERVICE CALL (616) 975-3500

Travelers, One Tower Square, Hartford, CT 06183

FILED 6/11/2019

Justin F. Roebuck 20th Circuit Court ase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.204 Page 94 of 107 20th Circuit Court ase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.90 Page 70 of 74

TRAVELERS

TRAVELERS YACHT POLICY

Change Effective Date 05-09-18 The Standard Fire Insurance Company One of The Travelers Property Casualty Companies One Tower Square, Hartford, CT 06183

Named Insured

Your Agent's Name and Address

BRETT & PAULA LEMMEN FAMILY TRUST 19045 ELIZABETH CT

A J GALLAGHER RMS 3940 PENINSULAR DR SE STE 100

SPRING LAKE, MI 49456-9662

GRAND RAPIDS, MI 49546

Your Policy Number:

For Policy Service Call: 601695439 840 1

(616) 975-3500

Transaction Premium:

No Change

For Claim Service Call:

1-800-772-4482

Total Policy Premium:

\$5,517.00

For Billing Questions Call: 1-800-550-7716

Policy Period

Transaction Type

Policy Change

From: 11-09-17 To: 11-09-18 12:01 A.M. Standard Time at the Residence Premises

Transaction Number

5

Reason For Change: Added Navigational Warranty

Y	acht D	escription
#	Year	Length

1 2017 651

Manufacturer SUNSEEKER

LahoM MANHATTAN HP Hull ID 2400 XSK06701C617

19,600

250

None

None

None

None

Amount of Insurance/ Coverages Limit of Liability

Deductible Premium

Section Three	e	
	Auxiliary	

Section Four

and Dinghy Coverage Included if 16 Dinghy feet or under

and 50 hp or less 5,000

\$ 1,960,000

\$

\$

\$

250 Included

4,901.00

Included

Section Five Commercial Towing and Assistance

Personal Property

1,500 \$

Included None

\$

Section Six Protection and Indemnity Accidental Fuel Spill

Coverage Section Seven Medical Payments

10,000

\$ 1,000,000

Per Policy Language

Included

Section Eight Uninsured Boater

\$ 1,000,000

Included

501.00

Included

Section Nine

Longshoremen's & Harbor Workers' Compensation Statutory Limits

None

Included

FILED 6/11/2019

Justin F. Roebuck 11/2019

Just

20th Circuit Court ase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.91 Page 71 of 74

Policy/E	ndorsemen	ts		
44101 44108 44116 44126 44130 44155	(09-08) (09-08) (11-99) (11-99)	Travelers Yacht Policy Jacket Paid Crew Endorsement Additional Insured Endorsement Navigational Warranty Endorsement Special Amendatory Endorsement Mechanical Breakdown Coverage	ş	: 115.00 Included Included Included Included
		Yacht Total Premium	\$	5,517.00

Navigational Information

Navigational Territory: It is hereby warranted that the Insured Yacht shall be confined to the waters indicated below.

Great Lakes and tributaries, including the St. Lawrence River and tributaries south of Quebec City, Canada, and the inland lakes, rivers and non-tidal waters of the 48 contiguous United States and Canada not north of 52 degrees north latitude.

Lay Up Period

It is hereby warranted that the insured boat shall be laid up and out of commission from 11-01 through 04-01.

Additional Insured #1

GRAND ISLE MARINA 1 GRAND ISLE DR GRAND HAVEN, MI 49417

Bill Method Installment Payments Billed to Insured

For Your Information

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

FILED 6/11/2019

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TRAVELERS YACHT POLICY TRAVELERS

Name Insured: BRETT & PAULA LEMMEN FAMILY TRUST

Policy Number: 601695439 840 1

Policy Period: 11-09-17 To: 11-09-18

Effective Date: 05-09-18

Yacht Number: 01

For Your Information (continued)

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6016954398401 and product code BY1 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

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If you have any questions regarding your Insurance Score, please contact the Insurance Score Resource Center at 1-800-550-7717.

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This Declaration and any endorsements attached are to be inserted in and form part of your policy. If a change effective date appears at the top of the Declarations, then this Declaration replaces any previous Declarations on that date.

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by policy number 601695439 840 1 issued by The Standard Fire Insurance Company.

FILED 6/11/2019

Justin F. Roebuck

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601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44126 (11-99)

TRAVELERS YACHT POLICY

NAVIGATIONAL WARRANTY ENDORSEMENT

EXTENDED NAVIGATION ENDORSEMENT

It is agreed that coverage is provided for a trip leaving Ocracoke, North Carolina on 5-9-2018 enroute to Grand Haven, Michigan via Atlantic coastal waters and via inland lakes and rivers. To arrive in Grand Haven, MI by 06-01-2018. A 1% deductible shall appy to the hull and equipment on any cover losses.

All other conditions of this policy apply.

FILED 6/11/2019

Justin F. Roebuck

20th Circuit Court ase 1:19-cv-00458 ECF No. 1-3 filed 06/11/19 PageID.208 Page 98 of 107

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601695439 8401

BRETT & PAULA LEMMEN FAMILY TRUST

44126 (11-99)

TRAVELERS YACHT POLICY

NAVIGATIONAL WARRANTY ENDORSEMENT (Continued)

FILED 6/11/2019

Justin F. Roebuck

20th Circuit Court

See 1:19-cv-00458-RJJ-RSK ECF No. 7-1 filed 06/13/19 PageID.209 Page 99 of 107

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OTTAWA

BRETT AND PAULA LEMMEN FAMILY TRUST, by Brett Lemmen,

Trustee

Plaintiffs,

Case No. 19-5760-CZ Hon. Jon Hulsing

v

THE TRAVELERS INSURANCE COMPANY, INC and AJ GALLAGHER & COMPANY, INC., dba Gallagher Charter Lakes, a Michigan Corporation,

Defendants.

JAMES A. MAREK (P71554) MAREK LAW GROUP, PLLC

Attorneys for Plaintiff 1 East Apple Avenue #B Muskegon, MI 49442 (231) 722-0531 jamesmareklaw@gmail.com

ELISA J. LINTEMUTH (P74498)

DYKEMA

Attorneys for Def. AJ Gallagher 300 Ottawa Avenue, N.W., Suite 700 Grand Rapids, MI 49503 (616) 776-7532 elintemuth@dykema.com MICHELE A. CHAPNICK (P48716) **GREGORY AND MEYER, P.C.**

Attorneys for Defendant Travelers 340 E. Big Beaver Road, Ste. 520 Troy, MI 48083 (248) 689-3920/(248) 689-4560 – Fax mchapnick@gregorylaw.com

INDEX OF EXHIBITS

Exhibits to Notice of Removal – Doc #1

EXHIBIT 3 Connecticut listing for Standard Fire
EXHIBIT 4 Delaware listing for AJ Gallagher
EXHIBIT 5 Illinois listing for AJ Gallagher
EXHIBIT 6 Email from Lintemuth

FILED 6/11/2019

Justin F. Roebuck PJJ4RSKEEEFINGL-7-11/6ited@6/1/3/219PagegeID5210 agrageo100 of 107

20th Circuit Court

Exhibit 3

Connecticut's Official State Website

The Office of

Secretary of the State Denise W. Merr

Business Inquiry

Business Details

STANDARD FIRE INSURANCE COMPANY THE Business Name:

Business ID: 0280187

Last Report Filed Year: NONE

Business Address: NONE

Business Type: Stock

Citizenship/State Inc: Domestic/CT

Mailing Address: NONE

Business Status: Active

Date Inc/Registration: NONE

Annual Report Due Date: Not Applicable

Principals Details

No Principal Records found for Business with ID: 0280187

Agent Summary

Agent Name CORPORATION SERVICE COMPANY

Agent Business Address 50 WESTON ST., HARTFORD, CT, 06120

Agent Residence Address NONE

FILED 6/11/2019

Justin F. Roebuck - 00:458 - RJJ4RSKEEEFINOL-3-11/6ited 006/1/3/19 Paged EID 7212 a grade 102 of 107

20th Circuit Court

Exhibit 4

20th Circuit Court

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies

Department of State: Division of Corporations

Allowable Characters

HOME About Agency Secretary's Letter Newsroom Frequent Questions Related Links Contact Us Office Location

SERVICES Pay Taxes File UCC's Delaware Laws Online Name Reservation Entity Search Status Validate Certificate Customer Service Survey

Loading...

Entity Details

780509

Incorporation Date / 3/30/1972 Formation Date: (mm/dd/yyyy)

THIS IS NOT A STATEMENT OF GOOD STANDING

ARTHUR J. GALLAGHER & CO.

Corporation

Entity Type: General

Residency: Domestic State: DELAWARE

County: New Castle

REGISTERED AGENT INFORMATION

Name:

File Number:

Entity Name:

Entity Kind:

CORPORATION SERVICE COMPANY

Address:

251 LITTLE FALLS DRIVE

WILMINGTON

City: State:

DE

Postal Code: 19808

Phone:

302-636-5401

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like O Status O Status, Tax & History Information

Submit

View Search Results

New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

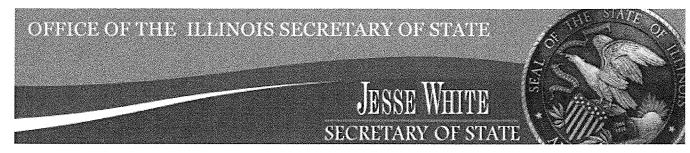
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FILED 6/11/2019

Justin F. Roebuck PJJ4RSKEEEFINGL-6-11/6ited@6/1/3/19PagegeID921#ageageo104 of 107

20th Circuit Court

Exhibit 5



CORPORATION FILE DETAIL REPORT

File Number	50004066		
Entity Name	ARTHUR J. GALLAGHER &	CO.	
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	04/10/1972	State	DELAWARE
Agent Name	PRENTICE HALL CORPORATION	Agent Change Date	03/31/2011
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	J PATRICK GALLAGHER JR 2850 W GOLF RD ROLLING MEADOWS IL
Agent City	SPRINGFIELD	Secretary Name & Address	APRIL J HANES-DOWD SAME 60008
Agent Zip	62703	Duration Date	PERPETUAL
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Justin F. Roebuck - 00458-ROJHRSKE ŒCIFONO. 7 filefiletti 006/13/19 algage ID 216 algage of 06 of 107 20th Circuit Court

Exhibit 6

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Justin F. RODIERSKE CECHONO. 7f1. filefile: 606/13/19 algage 10/2 of 107

From: Lintemuth, Elisa <ELintemuth@dykema.com>

Sent: Monday, June 10, 2019 1:42 PM

To: Michele Chapnick
Cc: Dame, Jr., Frank

Subject: Brett and Paula Lemmen Family Trust v. Travelers, et. al. / Case No. 19-5760-CZ

Michele:

Dykema will be representing Defendant A.J. Gallagher in the above-referenced case. A.J. Gallagher consents to Travelers' removal of this matter to federal court.

Regards, Elisa



Elisa J. Lintemuth
Member
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